

City of Dalton
CDBG Program Office

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

NAME OF SUBRECIPIENT: City of Refuge

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

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

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

WITNESSETH:

WHEREAS, City of Dalton has received a Fiscal Year [FY] 2020 Community Development Block Grant [CDBG], hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act [HCDA] of 1974, as amended, to carry out various housing and community development activities in the City's CDBG Program; and

WHEREAS, \$106,478.00 from Fiscal Year 2020 CDBG funds has been appropriated for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the City; and

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

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

Item 1: Use of Funds

The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of this Agreement, which activities the City of Dalton CDBG Program Office shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. **CDBG funds provided through this Agreement must be fully expended no later than June 30, 2021.**

Item 2: Duration of Agreement

The duration of the Subrecipient Agreement is as follows:

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

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

- (1) Subrecipient has until 12/31/20 to obtain full funding for the roof and***
- (2) Subrecipient is required to obtain an independent accountant to provide an agreed-upon procedure letter that complies with HUD federal regulations (CFDA 14.218) relative to this grant agreement.***

Item 3. Uniform Administrative Requirements

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

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

Item 4. Procurement

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

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85 as applicable] and shall provide a copy of said procurement procedures and evidence of governing

board adoption to the City at the time that this Subrecipient Agreement shall be returned to the City for signature by the Mayor of the City of Dalton.

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

Item 5. Property Acquisition and Relocation Services

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

Item 6. "Force Account" Work

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

Item 7. Record Keeping/Reporting

A. Financial Record Keeping

The Subrecipient shall maintain records of the expenditure of all CDBG funds it receives, such records to be maintained in accordance with 2 CFR Part 200 and with the "Common Rule" provisions (24 CFR Parts 84 and 85), as applicable. All records shall be made available, upon the City's request, for inspection(s) and audit(s) by the City, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the City and/or by the U.S. Department of

Housing and Urban Development, the City reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the City of Dalton CDBG Program are specified in Section 19 of this Agreement.

B. Programmatic Record Keeping/Reporting

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

Item 8. Subrecipient's Obligation

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

Item 9. "Hold Harmless"

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

Item 10. Funding

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

Item 11. Environmental Clearance

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

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

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

Item 12. Wage Rates

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

Item 13. Technical Assistance

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

Item 14. Review Authority

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

Item 15. Agreement Suspension and Termination

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

Item 16. Agreement Amendment(s)

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

Item 17. Effective Date and Termination Date

The effective date of this Agreement is the date specified on Page 2, Item 2 of this Agreement. The termination date of this Agreement is June 30, 2021.

Item 18. Program Income

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

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

Item 19. Repayments

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

Item 20. Audits

The Subrecipient agrees to comply with the requirements of:

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

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

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

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

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

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

Item 22. Use of CDBG funds by Faith Based Organizations

A. ELIGIBLE & INELIGIBLE USES:

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

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

Item 23. Disputes, Default, and Termination

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

Item 24. Performance

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

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

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

Item 26. Reimbursement Process

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

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

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

FOR THE SUBRECIPIENT:
City of Refuge

By Pamela E Cudd
(Signature)

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

July 20, 2020
(Signature Date)

ATTEST:

By _____
(Signature)

By _____
(Typed Name/Title)

(Signature Date)

FOR CITY OF DALTON:

By _____
(Signature) Mayor

By David Pennington, Mayor
(Typed Name/Title)

(Signature Date)

ATTEST:

By _____
(Signature) City Clerk

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

(Signature Date)

ATTEST:

By _____
(Signature)

By Cindy Jackson
(City of Dalton CFO)

(Signature Date)

Date Approved by Subrecipient Governing Body
[Attach board minutes]

[See Also Attached Exhibit(s)]

EXHIBIT 1
CERTIFICATIONS

**EXHIBIT 1
COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS**

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

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from the City of Dalton;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in this Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the City as such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low- and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the City;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement,
- (e) Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the City of Dalton's 2020-2024 Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or

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

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

Place of Performance: **416 S. Glenwood Ave, Dalton, GA 30721**

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

Pamela E Cudd

Signature - Subrecipient Chief Elected Official or Board Chair

Pamela E Cudd

Typed Name - Subrecipient Chief Elected Official or Board Chair

CEO

Title

July 20, 2020

Signature Date

ATTEST:

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

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

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

Date of Attesting Person's Signature

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

A. Lobbying Certification - Paragraph n

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

B. Drug-Free Workplace Certification - Paragraph o

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

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

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

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

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

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

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

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2**SCOPE OF SERVICES**

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

Agency: City of Refuge
Activity Name: **Facility Roof Repair**

STATEMENT OF WORK

The total FY 2020 CDBG budget for this activity shall not exceed **\$106,478.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on June 30, 2021. The activity shall be completed by June 30, 2021. After that date, City of Dalton reserves the right to recapture the funds for use on other eligible projects. **A detailed budget must be submitted with this agreement when completed.**

The Subrecipient shall use CDBG funds to pay a portion of **facility renovations roof repair.**

GENERAL REQUIREMENTS:

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

1st Year – 2021:

2nd year – 2022:

3rd year – 2023:

4th year – 2024:

5th year – 2025:

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

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

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

EXHIBIT 3
MONTHLY REPORTS

CITY OF DALTON 2020 CDBG MONTHLY SERVICES REPORT

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

Month/Year of this Report:					
Agency Name:					
Activity Name:					
Person Submitting Report:		Date Submitted:			
NEW PERSONS SERVED THIS MONTH					
<i>Note: All persons served are to be reported only during the 1st month they are served during the January - December Program Year and not reported again during that Program Year.</i>					
1. New Persons Served - Listed By Income Groups - Percentages of Median Family/Household Income			Total Number of Persons Served for The Month	Total Number of Person Served for The Year	
A. New persons served [Extremely Low Income - 0%-30% Median Family/Household Income]					
B. New persons served [Very Low Income - 31%-50% Median Family/Household Income]					
C. New persons served [Low Income - 51%-80% Median Family/Household Income]					
D. Total of lines A-C					
E. New persons served [Over 80% Median Family/Household Income/NON-CDBG ELIGIBLE]					
F. Total of lines D and E					
G. Calculate % of CDBG eligible persons- Line D divided by Line F					
2. Number of New Persons Served - As Identified by Each Individual - Listed by Race/Sex/Ethnicity					
Race by Gender		Male	Female	Total	Year to Date Total
White					
Black/African-American					
Asian					
American Indian/Alaskan Native					
Native Hawaiian/Other Pacific Islander					
American Indian/Alaskan Native & White					
Asian & White					
Black/African-American & White					
American Indian/Alaskan Native & Black/African-American					
Other Multi-Racial					
Totals					
Race by Ethnicity		Hispanic or Latino	Non-Hispanic or Non-Latino	Total	Year to Date Total
White					
Black/African-American					
Asian					
American Indian/Alaskan Native					
Native Hawaiian/Other Pacific Islander					
American Indian/Alaskan Native & White					
Asian & White					
Black/African-American & White					
American Indian/Alaskan Native & Black/African-American					
Other Multi-Racial					
Totals					
3. Number of New Female-Headed Households Served This Month					
4. Presumed Benefit Groups Served - Use Only the Category Used to Qualify Your Activity for CDBG funding			Total	Year to Date Total	
Elderly - Age 62 and Older - Number of New Persons Served					
Adults with Disabilities - Number of New Persons Served					
Homeless Persons - Number of New Persons Served					
Abused Spouses - Number of New Persons Served					
Abused/Neglected Children - Number of New Persons Served					
Totals					
5. Provide your Program Income for this reporting period:			\$	\$	

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

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

8	\$21,650	\$36,150	\$57,750
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*Source: U.S. Department of Housing & Urban Development (HUD) <https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

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

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

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

Pamela C. Cudd, CEO

Signature/Position Title for CDBG Subrecipient

July 20, 2020

Date Signed

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



MONTH: _____

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

PROGRAM INCOME REPORTING

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

Monthly Program Income is calculated as follows:

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

Example:

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

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

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

Pamela E Cudd
Authorized Signature

CDBG Authorized Signature

July 20, 2020
Date

Date

EXHIBIT 4

AGREEMENT AMENDMENTS

[Add Amendments If Applicable]

EXHIBIT 5
LEASE AGREEMENT

[Add If Applicable]

EXHIBIT 6

PROPERTY USE REQUIREMENTS

[Add If Applicable]

EXHIBIT 7
HUD REGULATIONS

HUD REGULATIONS CAN BE FOUND AT THE FOLLOWING LINKS:

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

24 CFR Part 570:

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

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

24 CFR Part 85 –States:

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

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

24 CFR Part 84-NonProfits

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

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

2 CFR Part 200

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

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

TITLE VII OF THE CIVIL RIGHTS ACT OF 1964

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

Other information and regulations can be found at:

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