

**CONSULTING AGREEMENT  
BETWEEN THE**

**CITY OF DALTON and BLULYNX SOLUTIONS, LLC. for GRANT ADMINISTRATION AND  
GRANT MANAGEMENT SERVICES FOR THE CORONAVIRUS STATE AND LOCAL  
RECOVERY FUNDS FOR THE CITY OF DALTON**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between BLULYNX SOLUTIONS LLC. (hereinafter referred to as “Consultant”) having its offices and place of business at 8343 Roswell Road, Atlanta, GA 30350, 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 grant administrative, and management services related to the Coronavirus State and Local Fiscal Recovery Funds through the U. S. Department of Treasury in accordance with 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 November \_\_\_\_, 2021, and end December 31, 2023.
  
- C. Compensation: The cost for this service shall be **\$131.00** per hour. Such fees shall be paid to the Consultant within a reasonable amount of time after receipt by the City of invoice(s) in accordance with the standard practices of the City of Dalton.
  
- D. United States Department of The Treasury Rules, Regulations, Requirement: The parties to this Agreement agree that they are subject to the terms and conditions of the American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds, as well as Treasury’s rules, regulations and requirements as currently in use or as amended by the Department of the Treasury from time to time. Any conflict between this Agreement and Treasury’s rules, regulations and requirements shall be resolved by the application of Treasury’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 Statutes 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 statutes, ordinances, rules, and regulations.

H. Conflict of Interest: No person who is a member, has an economic interest of the Consultant, nor an officer, or an employee, or the immediate family of such persons 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 any 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 limited liability company 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 request for proposal CRFP 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 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.

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 Mayor and 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 to the authorizing City Council resolution(s).
- (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, if applicable.

K. Indemnification by Consultant: The Consultant shall indemnify and hold the City, its officers, 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 or omission to act themselves may be liable to the other for acts, which cause direct 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 give the other written notice setting forth with reasonable detail and specifically the party's failure to comply via registered or certified mail with return receipt requested or by personal delivery; such termination shall be effective in 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 twenty (20) 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 would be effective in the same manner as (2) 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.

(6) By the Consultant if the Coronavirus State and Local Fiscal Recovery 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.

(7) 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 of 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.

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 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 done.

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 consultations associated with legal actions arising from there and to testify regarding Commitments work should the same be requested by the City. The cost will be as set forth on the Exhibit "B" (Fee Schedule) and will be in addition to the compensation provided by paragraph "C".

P. No Collusion or Fraud: The Consultant hereby agrees that the only person or persons interested as principal or principals in the 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 was 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 or otherwise hypothecate this Agreement or of its right, title, benefit, advantage, or interest in or to it, or 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 affiliations, successors, assigns and legal representatives.

T. Severability: If 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.

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, nor 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 for the Consultant's officers, agents, and employees as the Consultant is an independent contractor.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such being corporations have caused these presents to be signed by their duly authorized officers.

**CITY OF DALTON**

BY: \_\_\_\_\_  
DAVID PENNINGTON, MAYOR

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

**ATTEST:**

BY: \_\_\_\_\_  
BERNADETTE CHATTAM, CITY CLERK

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

**BLULYNX SOLUTIONS, LLC**

BY: \_\_\_\_\_  
KIMBERLY ROBERTS, PRINCIPAL

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



## **EXHIBIT A**

### **SCOPE OF SERVICES**

The Consultant's scope of services shall include the following activities. The Consultant shall, as authorized, undertake the necessary analyses, applications, and related activities as it to accomplish the following activities it relates to the City of Dalton's Grant Administration and Grant Management Services for the Coronavirus State and Local Fiscal Recovery Funds:

#### **1. Comprehensive Administration and Compliance**

- BluLynx Solutions will provide regulatory oversight for the ARPA funds in compliance with all Federal, State, Local laws, rules, and regulations.
- Provide general consulting and advisory services throughout the term of the contract relative to management practices.
- Assist in compiling eligibility documentation following regulations for funded projects, including eligibility determinations.
- Assist in preparing or revising written program policies & procedures manual outlining implementation procedures to ensure proper internal controls are developed and implemented to prevent fraud and abuse.
- Develop program guidelines, policies, procedures, implementation plans, or other pertinent documents.
- Assist in responding to correspondence from the United States Department of Treasury or another federal-state agency;

#### **2. Research, develop and prepare grant applications and other public assistance documents as needed;**

- BluLynx Solutions will develop and distribute an application for grants through a competitive and fair application process. All applications will be maintained in the Consultant's care for the minimum specified time.
- BluLynx Solutions will make a careful and critical examination of applications against ARPA guidelines.
- Assist City with publication of amendments, annual program budget changes, and conduct public hearings.
- Assist with public notices, conduct of hearings, and maintain sign-in sheets, etc.
- Assist with compliance with public notice documentation under federal regulations.
- Collaborate with the City on project formulation; information gathering, and project development eligibility within Treasury's Interim Final Rule and any subsequent final rule;

#### **3. Financial Management**

- Review and assist with processing payment requests and determine allowable costs in compliance with federal regulations with in the scope of review and assistance set by the City;
- Enter expense and request reimbursement, in the grant portal, and monitor the comptroller website for the release of funds;

- Coordinate with the City's financial officer and staff on project-specific cost accounting and tracking;

**4. Meeting Attendance on behalf of the City of Dalton, including public hearings**

- Assist with and/or present public hearings in conjunction with the City of Dalton;
- Attend meetings with or on behalf of City personnel and City Council
- Present information or gather resources for the City's use on behalf of the City.
- Conduct all public hearings and postings related to ARPA funds.

**5. Reporting**

- Provide at a minimum monthly project status reports and cash management reports showing the projected schedule for reimbursement requests and the actual status of the reimbursements received;
- Assist City in establishing and maintaining reports.
- Prepare and complete required reports and documents.

**6. Procurement**

- Provide and prepare public procurement documentation and any additional procurement assistance,
- Prepare written requests for qualifications, request for proposals, or other applicable procurement processes for identified projects that align with compliance under Federal and State Law;

**7. Audits**

- Assist with all audit services and resolve any requests for information, justification, audit findings, and eligibility appeals;
- Coordinate with City staff to gather all necessary documentation for program monitoring and audit preparation.
- Monitor all project activity to ensure compliance.
- Review change orders for compliance.
- Review project amendments for compliance.
- Monitor files for Davis-Bacon (prevailing wages) compliance for projects.
- Conduct internal monitoring to ensure compliance with all applicable Federal, State, local laws, including City regulations and policies.

**8. Provide post-award grant administration**

**a) Prepare Subrecipient Agreements**

- Prepare Subrecipient Agreements to ensure each agreement fulfills the legal requirement by presenting a concise statement of the rules of the ARPA program and the conditions under which funds are provided.
- Develop the agreement to be used as a mechanism for verifying regulatory compliance and monitoring of program performance.
- Ensure all Agreements include a yardstick for monitoring subrecipient performance.
- Prepare any local and formal amendments as necessary during the duration of the project.

**b) Conduct Program Monitoring of Subrecipients and Monitoring**

- Assist the City in the monitoring of Subrecipient performance and compliance.
- Ensure that federal funds are used following all program requirements.
- Assist City in developing a monitoring plan at the beginning of the program year to effectively match available resources with the needs and capacity of subrecipients.
- Prepare risk assessments for subrecipients to quickly identify which subrecipients require comprehensive monitoring.
- Ensure the City's monitoring process examines the correct items for the activity area in question and promotes thoroughness and consistency in monitoring.
- Review, advise and assist on the management of the closeout process