

**2019 CONSULTING AGREEMENT
BETWEEN THE
CITY OF DALTON and BLULYNX SOLUTIONS for CONSULTING SERVICES FOR
THE CDBG PROGRAM**

This Agreement made this ____ day of _____, 2019 by and between BLULYNX SOLUTIONS (hereinafter referred to as "Consultant") having its offices and place of business at 8343 Roswell Rd, Ste 154, 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 professional management and administrative services related to the implementation of a Community Development Block Grant (CDBG) entitlement program funded by the U. S. Department of Housing and Urban Development and the Consultant's proposal, annexed hereto as Exhibit "A", hereinafter referred to as the "Service".

Now, THERFORE, 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 May 1, 2019, and end April 1, 2020 with two (2) one-year renewal terms.

C. Compensation: The cost for this service shall be a total of \$62,487.00. Said amount will be billed in accordance with the attached Exhibit "B" (Fee Schedule) and made part hereof. Such fees shall be paid to the Consultant within a reasonable amount of time after receipt by the City and invoices in accordance with the standard practices of the City of Dalton. The City shall pay the Consultant for services rendered under this Agreement in accordance with the Exhibit "B" (Fee Schedule) within thirty (30) days. The total amount to be paid to the Consultant for services rendered pursuant to the Consulting Agreement shall not exceed Sixty-Two Thousand, Four Hundred and eighty-seven dollars (\$62,487.00).

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 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 any 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 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, 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 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 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.

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 responsible to each other for any intentional or negligent acts, 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 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 CDBG 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. 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.

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 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 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 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.

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 have hereunto set their hands and seals, and such are as corporations have caused these presences to be signed by their duly authorized officer.

CITY OF DALTON

BY: _____
FIRST NAME LAST NAME, TITLE

Date: _____

BLULYNX SOLUTIONS, INC.

BY: _____
KIMBERLY ROBERTS, PRINCIPAL

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:

1. Prepare Annual Submission to HUD

- Undertake necessary grant planning activities related to CDBG to include preparation and development of the City's Annual Action Plans, identification of proposed objectives, budgets, planning research and completion of final document for submission to IDIS.
- Ensure Citizen Participation Plan updates annually with Annual Action Plan.
- Conduct all public hearings and postings related to Annual Action Plan.
- Undertake necessary grant planning activities related to facilitation of applications.

2. Prepare Environmental Review Records

- Prepare the Environmental Review Record, including assisting the City in complying with National Environmental Protection Agency (NEPA) requirements.
- Prepare and certify site specific environmental review assessments for each CDBG projects approved for funding and determine the level of environmental review necessary for release of HUD funds for each project.
- Prepare all supporting documentation, preparation of public notices for publication distribution of notices to appropriate State and Federal offices, and provision of original final documents which will meet all statutory and regulatory requirements, and as needed to identify any required mitigation.
- Prepare State Historic Preservation Office (SHPO) site specific review.

3. Conduct Internal Monitoring and Compliance

- Conduct internal monitoring to ensure compliance with all applicable CDBG federal, State, local laws including, and City regulations and policies.
- Coordinate with City staff to gather all necessary documentation for CDBG 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) and HUD/Section 3 compliance for construction projects

4. Prepare Subrecipient Agreements

- Prepare annual Subrecipient Agreements to ensure each agreement fulfills the legal requirement by presenting a concise statement of the rules of the CDBG program and the conditions under which funds are provided.
- Develop Agreement to be used as a mechanism for verifying regulatory compliance and monitoring program performance.

- Ensure all Agreements include a yardstick for monitoring subrecipient performance.
- Prepare any local and/or formal amendments as necessary during the duration of the project.

5. Conduct Program Monitoring of Subrecipients and HUD Monitoring

- Assist City in annual monitoring of Subrecipient performance and compliance.
- Ensure that CDBG funds are used in accordance with 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 CDBG subrecipients to easily identify which subrecipients require comprehensive monitoring.
- Ensure the City’s monitoring process examines the correct items for the activity area in question, as well as to promote thoroughness and consistency in monitoring.

6. Provide Case Management & Implementation Services for CDBG Projects

- Review contract documents.
- Monitor contractor performance for timeliness and quality.
- Perform debarment checks for prime contractors and all subcontractors.
- Review final change order documentation.
- Prepare documents for administrative/financial close out.
- Review final construction documentation.
- Ensure file documentation and organization by client for each project.
- Assistance with procurement, selection and award of contracts for construction and/or professional services.

7. Prepare Publication and Public Notices

- Assist City with publication of amendments, annual program budget changes and conduct public hearings. This includes, but is not limited to, such things as assisting with public notices, conducting hearings, maintain sign-in sheets, etc.
- Provide assistance with compliance with public notice documentation in accordance with HUD regulations.

8. Attend Public Hearing/Staff Meetings

- Attend meetings with City personnel, City Council and owner for informational purposes and public hearings.

9. Prepare CAPER, Annual Applications, & Required Reporting

- Prepare and complete U.S. Department of Housing and Urban Development (HUD) CAPER, Annual Applications, and required reports and documents.
- Assist City in establishing and maintaining one Section 3 plan and appropriate reports.
- Assist City in preparing Semi-Annual reports to include Minority Business Reports and Labor Reports.

- Prepare and submit for approval CDBG Amendments reports in IDIS as necessary and conduct public hearings if required.

10. Prepare Analysis of Impediments to Fair Housing Choice (AI)

- Initiate planning process to ensure the development of the City's AI is fully compliant with the requirements of the AFFH Rule.
- Prepare maps, graphs, charts, tables and other graphic representations that will be utilized in the development of the Fair Housing Assessment.
- Utilize the HUD Fair Housing Assessment Tool, available HUD-provided data, Census data and local data to incorporate in the AI Plan.
- Establish target dates for preliminary, rough, and final draft AI Plan product submissions.
- Conduct formal public hearings and draft public notices to receive comments during the development of the AI.

11. Prepare City's Five-Year Consolidated Plan

- Ensure the Five Year Consolidated Plan incorporates a Comprehensive Housing Affordability Strategy [CHAS] with the most recent Census data.
- Coordinate with the City to establish annual grant priorities and recommended budgets.
- Assess and update, if necessary, the City's Citizen Participation Plan to ensure strict compliance with the citizen participation processes and procedures.
- Follow regulations set forth by Title 24 CFR Part 91 et seq., and, in accordance with instructions prescribed by HUD for preparation of all Plans.
- Upon completion, we will coordinate with the City's staff to submit final documents into IDIS E-Con Planning System.
- Review all HUD comments related to the City's planning documents and prepare response letters as required.

12. Administer and provide technical advice and assistance in connection with the daily operation of the CDBG Housing Rehabilitation Program including;

- Process owner applications on existing log and if necessary, utilize homeowner waiting list;
- Provision for review and screening of owner applications relative to compliance with basic program requirements as described in the approved City of Dalton CDBG Housing Rehabilitation Program Guidelines, including income and asset eligibility;
- Provision for initial inspection to identify building, electric and plumbing code violations, and health and safety conditions requiring repair;
- Working with the City inspector in the preparation of work write-up for each task including an estimate of the required amount for each task, total rehab cost and bid bracket;
- Notification to owners and local construction officials of detailed work write-up without cost information;
- Notifications to contractors of rehabilitation program requirements including bidding, contract award, preconstruction, work write-up and City payment procedures;

- Public solicitation of contractor bids (either grouped or individually) for work;
- Selection of contractor and execution of all necessary agreements and financing documents with owners related to CDBG Housing Rehabilitation Program funding;
- Provision for periodic inspection for construction work and monitoring of Program requirements, control and documentation of contract change orders, scheduling and completion of the final inspection, and case record completion;
- Ensure compliance with the requirements set forth in any pending United States Department of Housing and Urban Development Lead-Based Paint Guidelines.

13. Provide General Consulting and Technical Assistance

- Provide CDBG general consulting and advisory services throughout the term of the contract relative to management practices.
- Provide assistance in compiling eligibility documentation in accordance with CDBG regulations for funded projects, including National Objective determinations.
- Provide assistance in preparing or revising written CDBG procedures manual outlining implementation procedures.

EXHIBIT B

FEE SCHEDULE

FEE SCHEDULE	
DATE BILLED	AMOUNT
May 1, 2019	5,207.25
June 1, 2019	5,207.25
July 1, 2019	5,207.25
August 1, 2019	5,207.25
September 1, 2019	5,207.25
October 1, 2019	5,207.25
November 1, 2019	5,207.25
December 1, 2019	5,207.25
January 1, 2019	5,207.25
February 1, 2020	5,207.25
March 1, 2020	5,207.25
April 1, 2020	5,207.25
TOTAL BILLED	\$62,487.00