



## **PROFESSIONAL CONSULTING SERVICES AGREEMENT**

This Consulting Agreement (the “Agreement”) is made and entered into and effective this 6th day of August, 2021 (the “Effective Date”) by and between **The City of Hopkinsville Kentucky** with its principal place of business located at 715 South Virginia Street Hopkinsville, Kentucky 42240 (the “Client”) and **Arndt Municipal Support Inc., an Illinois Corporation**, with its principal place of business located at 1542 West Polk Ave Charleston, Illinois 61920 (the “Consultant”) (hereinafter referred to individually as a “Party” and collectively as “the Parties”).

### **Recitals**

**WHEREAS**, the Client desires to engage the Consultant to perform services in accordance and compliance with the “Scope of Services”, attached and incorporated herein as Exhibit A.

**WHEREAS**, the Consultant desires to perform the Services as hereinafter defined and desires to be so engaged.

**NOW, THEREFORE**, in consideration of the foregoing and of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and approved, the parties, intending to be legally bound, agree as follows:

### **Provisions**

#### **1. Engagement and Services**

(a) **Engagement**. The Client hereby engages the Consultant to provide and perform the services set forth in Exhibit A attached hereto (the “Scope of Services”), and the Consultant hereby accepts the engagement.

(b) **Standard of Services**. All Services to be provided by Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented it has. The Client shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.



(c) Tools, Instruments and Equipment. Consultant shall provide Consultant's own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.

(d) Representation and Warranty. Consultant represents and warrants to the Client that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

(e) Legal Compliance. Consultant shall comply with all statutes, ordinances, laws, rules and regulations which may be applicable to the services provided hereunder.

(f) Client Obligations. Client shall establish a defined point of contact for the duration of the agreement and shall provide the data necessary to complete the Scope of Services defined herein.

## **2. Term**

(a) Commencement. This Agreement shall commence on **August 6th, 2021** and shall remain in effect until the completion of the Scope of Services or the earlier termination of this Agreement as provided in Article 2 (b) (the "Term").

(b) Termination. This Agreement may be terminated by either party, without cause and without liability, by giving thirty (30) calendar days written notice of such termination to the other party. In the event this Agreement is terminated by the Client, the Consultant shall be paid for all uncompensated work provided to the Client pursuant to the terms of this agreement.

## **3. Consultancy Fee and Expenses**

(a) Consultancy Fee. In consideration of the Services to be rendered hereunder, the Client shall pay Consultant a fee payable at the time and pursuant to the procedures set forth in Exhibit B attached hereto (the "Consultancy Fee").

(b) Out of Pocket Expenses. Consultant shall be entitled to reimbursement for all out of pocket expenses reasonably incurred in the performance of the Services, as outlined in Exhibit B attached hereto.

(c) Payment. The Consultant shall submit to the Client a monthly invoice detailing the Services performed during the preceding month and the amount due. All such invoices shall be due and payable within fifteen (15) calendar days after receipt thereof by the Client. All invoices submitted pursuant to this Section shall be sent via email to [troy.body@hopkinsvilleky.us](mailto:troy.body@hopkinsvilleky.us) and said invoices shall be presumed to be delivered once sent to that email address.

## **4. Confidentiality and Proprietary Information**

Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Consultant's confidential information, will be and remain the sole property of the Client. The Consultant must promptly deliver all Data to the Client at the Client's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant's records subject to the Consultant's continued compliance with the provisions of this Contract.



## **5. System Access**

(a) Grant of License to Access System. Client hereby grants to the Consultant the right to access and use the System, as defined below, in accordance with the terms of this Agreement.

(b) System. For the purposes of this Agreement “System” means the Client’s information systems, any information or data in such system and any passwords or other information or devices which are provided to Consultant to gain access to such system or information therein.

(c) Authorization to Access the System. While this Agreement is in effect, Consultant may access the System to view and input permitted information. The information which is permitted to be viewed and input by Consultant shall be limited exclusively to information that is directly pertinent to the Scope of Services defined herein.

## **6. Insurance**

Proof of Insurance. Consultant shall maintain at its sole expense liability insurance covering the performance of the Services provided to the Client. Client may require Consultant to provide a certificate of insurance evidencing such coverage.

## **7. Independent Contractor**

Independent Contractor Services Only. The Consultant agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and the Client. The Consultant shall have no right to receive any employee benefits provided by the Client to its employees. Consultant agrees to pay all taxes due in respect of the Consultancy Fee and to indemnify the Client in respect of any obligation that may be imposed on the Client to pay any such taxes or resulting from Consultant’s being determined not to be an independent contractor. This Agreement does not authorize the Consultant to act for the Client as its agent or to make commitments on behalf of the Client.

## **8. Indemnification**

(a) Professional Liability. With regard to the services to be performed by Consultant pursuant to the terms of this Agreement, the Consultant shall not be liable to Client, or to anyone who may claim any right due to his relationship with Client, for any acts or omissions in the performance of said services on the part of the Consultant or on the part of the agents or employees of the Consultant; except when said acts or omissions of Consultant are due to its willful misconduct. Client shall hold the Consultant free and harmless from any obligations, costs, claims, judgments, attorneys’ fees and attachments arising from or growing out of the services rendered to Client pursuant to the terms of this agreement or in any way connected with the rendering of said services, except when the same shall arise due to the willful misconduct as determined by a court of competent jurisdiction.

(b) Limitations on Liability. Client agrees that the liability of Consultant its officers, agents, employees, and contractors, regardless of the legal theory under which such liability is imposed, shall not exceed the total fee paid to Consultant for the analysis or recommendations or other associated services that gave rise to the claim being asserted by Client. In no event shall Consultant its officers, agents, employees and contractors, be liable for any special, incidental or consequential damages.

## **9. Force Majeure**

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, winter storms, explosions or other acts of nature. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

## **10. Publicity**

Publicity. Each of Client and Consultant agree it is permissible to disclose the existence of this Agreement to any third party and on social media without the prior written consent of the other Party.

## **11. Assignment**

Assignability and Transferability. The Services to be performed by Consultant hereunder are personal in nature, and Client has engaged Consultant as a result of Consultant's expertise relating to such Services. Consultant, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the Client's prior written consent. Nothing in this Agreement shall prevent the assignment by the Client of this Agreement or any right, duty or obligation hereunder to any third party.

## **12. Governing Law and Dispute Resolution**

(a) Client's State Law and Venue to Govern. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without giving effect to any choice of law or conflict of law provisions. The Parties consent to the jurisdiction and venue in the courts of Christian County.

## **13. General**

(a) Entirety. This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

(b) Waiver of Provisions. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

(c) Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

**14. Taxes**

- (a) Arndt Municipal Support Inc. FEIN. Consultant has the following identification number for income tax purposes: 86-1211128
- (b) Tax Applicability. Consultant is subject to and responsible for all applicable federal, state, and local taxes.
- (c) Tax Exempt Status. Client represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Consultant at the execution of this agreement.

**(signatures appear on following page)**

**IN WITNESS WHEREOF**, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of  
**City of Hopkinsville, Kentucky**

By: \_\_\_\_\_  
Name:  
Title:

Signed for and on behalf of  
**Arndt Municipal Support Inc.**

By:     *James W. Arndt*      
Name: James W. Arndt  
Title: President/CEO





**Exhibit A**

**Scope of Services**

The following list provides a general overview of the work to be done for the **City of Hopkinsville, Kentucky** by the Consultant:

**Financial Handbook (Policies and Procedures)**

**Task 1:** Conduct a comprehensive review of the current formal financial policies and procedures of the City to include relevant municipal ordinances and administrative policies.

Cost..... \$1,300.00

**Task 2:** Determine current actual practices (both formal and informal) by interviewing the City Administrator and Key Stakeholders.

Cost..... \$1,050.00

**Task 3:** Research current best practices in the industry.

Cost.....\$1,300.00

**Task 4:** Create a new comprehensive Financial Handbook that blends the existing policies, current practices, and industry best practices.

Cost.....\$4,300.00

**Task 5:** Present a draft of the newly created Financial Handbook to the City Administrator and/or Key Stakeholders for their review and feedback.

Cost..... \$0.00

**Task 6:** Make the requested modifications to the Financial Handbook and submit the final document along with a Municipal Order to the City Administrator for adoption.

Cost..... \$500.00

**Total Project Costs, plus actual expenses (printing, delivery, travel\*) ..... \$8,450.00**

*\*I anticipate this will require one to two days on site for the on-site interviewing of stakeholders and gathering of financial policies/ordinances.*





## **Exhibit B**

### **Consultancy Fee**

Consultant shall receive the following compensation for services as defined in this Agreement:

1. Consultancy Fee. The fee for the completion of the Project will be determined based upon the scope of services identified in "Exhibit A" above plus actual **Out of Pocket Expenses** incurred by Consultant as defined below.
2. Payment Timing. Project costs shall be paid out monthly per 3(c) of the Agreement until paid in full.
3. Out of Pocket Expense. Actual Out of Pocket Expenses will consist of actual costs incurred by Consultant for printing, delivery, travel, and any other similar expenses required to provide the above Scope of Services. Such expenses shall be billed monthly to the Client at the direct and actual cost to Consultant.
4. Additional Requests for Services. Consultant agrees to provide services beyond the Scope of Services within this Agreement at an hourly rate of \$125/Hour plus Out of Pocket Expenses identified herein.