

CONTRACT FOR PROFESSIONAL SERVICES

Between: **City of Hogansville, Georgia**

400 East Main Street

Hogansville, GA 30230

(hereinafter referred to as the "Client")

AND

Advocates for Better Communities, Inc.

156 Perdue Road, Barnesville, GA 30204

Wanda Minks 229-723-1002 wanda.minks@abc360group.com

Ivan Minks 678-967-1559 ivan.minks@abc360group.com

(hereinafter referred to as the "Consultant")

(the Client and the Consultant are hereinafter collectively referred to as the "Parties")

THIS IS A CONDITIONAL CONTRACT, CONDITIONED UPON AWARD OF THE 2020 CDBG GRANT APPLICATION, TO BE EXTENDED AS A FULLLY ENFORCEABLE CONTRACT UPON GRANT AWARD

1.00

WHEREAS the Client wishes to make application for grant assistance under the Community Development Block Grant Program regular round grant cycle to the Georgia Department of Community Affairs, who administers the program for the Federal Department of Housing and Urban Development;

WHEREAS the Client requires professional assistance in regards to the CDBG, both to develop, write and submit the application, then if awarded, for the administrative functions necessary to successfully complete the project;

WHEREAS the Client, upon due process and in compliance with local standards for procurement of professional services and the regulations governing the CDBG program has selected the Consultant to provide the professional services;

WHEREAS the Consultant has agreed to provide the Client with the services described herein;

WHEREAS the Parties wish to enter into this Contract for Professional Services, and to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

2.00 SCOPE OF WORK

The CONSULTANT shall perform all the necessary services in connection with developing and submitting the application, and, if awarded, with administration of the Community Development Block Grant award, and shall assist the Client with:

- Establishing project files
- Maintaining financial records
- Bidding, contracting and supervising project activities
- Providing technical assistance throughout the project

The Consultant shall supervise all administrative items necessary to successfully complete this CDBG project as required by the terms of the CDBG program.

The CLIENT agrees to provide the Consultant with all assistance necessary to properly write and/or administer the project to completion, such as:

- Making decisions in a timely manner for the project to proceed, including called meetings if necessary;
- Allowing the Staff time to assist the Consultant with information as needed, and Consultant an available area to work, if needed;
- Making copies for the project as needed;
- Providing legal services incidental to or necessary for entering into contracts, resolving contract disputes, acquisition of rights-of-way or related project issues;
- Providing necessary accounting and audit services;
- Providing all other reasonable and necessary support required by the Consultant as may be necessary to complete the project; and
- Maintaining CDBG files on the project.

3.00 SPECIFIC RESPONSIBILITIES AND TIMELINES

The specific tasks with deadlines where applicable that the Consultant agrees to provide assistance with are:

- Submitting the Application – By April 1, 2020
- Completing Grant Award Acceptance – within 30 days of award
- Ensuring the Public Hearing Notice of Award runs– within 60 days of award
- Clearing Special Conditions
- Working with the Engineer/Architect (if applicable) to be ready to Advertise for Bids
- Assisting with awarding Contract to maintain the City's eligibility for future grant opportunities
- Closing out the Project within the timeline provided by DCA.

If the Consultant fails to perform these specific tasks or to meet an imposed deadline, the Client's recourse shall be to withhold payment to the Consultant and to ask for a conference with the Consultant and DCA Staff.

FURTHER, upon grant award, the Client, having knowledge and ownership of a CDBG Recipient's Manual, shall require the Consultant to adhere to all requirements in the manual, as well as to other directives issued by DCA that are applicable to this project.

4.00 FURTHER AGREE

Upon execution of this Contract, the Consultant will commence performance of services to develop, write and submit the grant, then if awarded to commence administration duties of the grant to the project's completion since procurement by Federal guidelines has been completed and satisfied. Consultant will monitor the implementation schedule of the project and the reasonable progress as determined by actual project conditions, adhering to all State and Federal guidelines. Applicable dates of this contract are January 2020 to December, 2022. Provisions for termination are if the Consultant fails to meet a timeline/deadline that will render the City unable to compete for grant funds or fails to meet administrative duties that will be reason for the State to rescind the grant funds.

5.00 COMPENSATION

For the consulting services rendered per this contract, the Client agrees to pay the Consultant:

- For the development, writing and submittal of the application – zero dollars
- Upon award of grant - a flat fee of \$750 will be invoiced to assist with grant application expenses.
- For Administrative services in carrying out the project: The fees specified and allowed by the CDBG guidelines from DCA and HUD, which is 7% of the total amount of the CDBG Housing award, plus PDC, and will come out of the funded project. That amount is as follows: Regular CDBG Admin for Housing which is 7%: **\$ \$52,500; and PDC (for homes completed at \$2500 each home).**
- Compensation shall be rendered in proportion to progress on the project as billed by the Consultant.

6.00 TERMS AND CONDITIONS

Terms and Conditions of the 4 pages of Attachment A shall apply to this agreement, which include Provisions for Termination.

Additionally, in the event the 2020 Application is not awarded, and if this is the first year the Client has secured the services of the Consultant to write an application for this specific CDBG project, the Client agrees that they shall honor the CDBG guidelines that allow procurement of a Firm to stand for two consecutive years, and the Consultant will be allowed to submit the application in 2021 with changes per DCA's reason for failure to be awarded.

Additionally, in the event the 2020 Application is awarded and the Client decides to refuse the award, the Client will compensate the Consultant with a one-time payment in the amount of 7% of the amount awarded.

7.00 AUTHORIZED SIGNATURES

Representatives of the Parties

Each of the Parties acknowledges that the person signing this Agreement is authorized and has the capacity to enter into and perform this Agreement:

Entered into this _____ day of _____, 2020.

Bill Stankiewicz
(Client Authorized Signature)

Title: Mayor, City of Hogansville

Ivan or Wanda Minks
(Consultant Authorized Signature)

Title: Advocates for Better Communities, Inc.

ATTACHMENT A
Terms and Conditions
(To accompany Contract for Professional Services)

Section 3 Clause of the Urban Development Act of 1968

1) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project to be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

2) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3) The contractor will send to each labor organization or representative of workers with which he has a collective bargain-agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4) The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the letter has been found in violation of regulations under 24 CFR Pat 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5) Compliance with the provisions of Section 3, the regulations set forth I the 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

Provision for Remedies

TERMINATION

If, for any cause, the Consultant shall fail to fulfill in a timely and proper manner any material obligations under this Contract, or if the consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Client shall give written notice to the Consultant of such failure, violation, or breach, and allow the Consultant ten days to rectify the situation. If the Consultant cannot remedy such failure, the Client shall have the right to terminate this Contract by giving written notice to the Consultant specifying the effective date of termination at least ten days prior to the termination date. In such event, all documentation relating to the project and prepared under Contract by the Consultant shall, at the Client's request, become property of the Client with the agreement that the Client compensate the Consultant at a just and equitable compensation for all work done satisfactorily to that point.

TERMINATION BY MUTUAL CONSENT

Contract for Services can be terminated by mutual written consent of Parties at any time. The effective date of termination should be 20 days from such mutual written consent. Mutual termination agrees that Consultant should be compensated for all work done satisfactorily to that point.

PERSONNEL

The Consultant agrees to accept all responsibility to secure at his/her own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Client.

ASSIGNABILITY

The Consultant shall not assign any interest on this Contract nor shall transfer any interest without prior written consent from the Client. However, claims for money by the Consultant from the Client under this Contract may be assigned to a financial institution without approval. Written notice of any such assignment or transfer shall be furnished promptly to the Client.

CHANGES

Any changes to this Contract shall be mutually agreed upon and attached as an amendment to this Contract.

RECORDS AND AUDITS

Records of all activities relating to this Contract shall be maintained by the Consultant, which records are adequate to account for all costs pertaining to this Contract and to assure proper accounting for all project funds, both Federal and Non-Federal. These records will be made available for audit purposes to the Client or any authorized representative and will be retained for three years after expiration of Contract.

REPORTS AND INFORMATION

The Consultant shall furnish the Client with reports and information on any matters covered by this Contract.

COMPLIANCE WITH LOCAL LAWS

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments in the completion of this project.

CIVIL RIGHTS ACT

Under Title VI of the Civil Rights Act of 1964, no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Consultant agrees to the following:

- Not to discriminate against any employee or applicant for employment due to race, creed, sex, color, or national origin. To take affirmative action to ensure applicants are employed and that employees are treated without regard to race, creed, sex, color, or national origin, including employment, upgrading, demotion or transfer, recruitment or advertising, layoff or termination, rate of compensation, and selection for training or apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this non-discrimination clause.
- To state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin when soliciting or advertising for employees for this project.
- To comply with the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- To comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Client and the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- In the event of the Consultant's noncompliance with the noncompliance clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or otherwise provided by law.

- To include the provisions of this subheading in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

SECTION 109 OF HOUSING AND COMMUNITY DEV. ACT OF 1974

No person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with funds made available under this title.

INTEREST OF CONSULTANT AND EMPLOYEES

The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study areas or any parcels therein or any other interest which would conflict in any manner or degree with the performances of his/her services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No members of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

INTEREST OF MEMBERS OF A PUBLIC BODY

No members of the governing body of the Client and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

GEORGIA ENERGY CODE

The Consultant and the Client do hereby acknowledge and agree that the provisions of the Georgia Energy Code will be considered and included in all project design, where applicable.

ARCHITECTURAL BARRIERS

The Consultant and the Client do hereby acknowledge and agree that provisions of the State and Federal law pertaining to Architectural Barriers will be considered and included in all project design, where applicable.

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