

**THE COUNTY OF COLUMBIA, FLORIDA
CONTRACT FOR FISCAL FUNDING YEAR (FFY 2019)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOUSING REHABILITATION
PROGRAM ADMINISTRATION SERVICES**

THIS CONTRACT is made and entered into by and between the COUNTY of Columbia Commission (hereinafter the COUNTY) and Guardian Community Resource Management, Inc., (hereinafter GUARDIAN). This Contract shall become effective immediately, with Program Administration Services subject to the beginning date of the COUNTY's Grant Award Agreement between the COUNTY and the Florida Department of Economic Opportunity (hereinafter FDEO).

WHEREAS, the COUNTY has solicited for competitive proposals, and selected GUARDIAN to perform Program Administration Services for a **Community Development Block Grant (CDBG) for the FFY 2019 funding cycle in the Housing Rehabilitation (HR) category**. Other services may be included for additional sources of grant/public loan funding at the discretion of the Commission, as outlined in the RFP but shall not be paid for with CDBG funds.

NOW THEREFORE, in consideration of the mutual covenants and agreements as contained herein to be kept by and between the parties, the COUNTY and GUARDIAN agree as follows:

A. Covenant for Services

The COUNTY does hereby contract with GUARDIAN to perform the services described herein and GUARDIAN does hereby agree to perform such services under the terms and conditions set forth in this Contract. The obligations of the COUNTY hereunder are subject to annual appropriation and budget as required by law. The proposal marked 'Proposal RFP CDBG Grant Administration' dated December 23, 2021, by Guardian and all presentations to the COUNTY therein shall be a part of this contract, except as otherwise provided for in this agreement. This shall include, but not be limited to primary contacts, staff working on the project, levels and types of service, and deliverables. The COUNTY must be notified in writing of any changes in said presentations within 10 days of any such changes. The COUNTY shall have the right to terminate this contract for convenience (see termination below) in the event such changes are not deemed in the best interest of the COUNTY.

B. Availability of Funds

Payment of funds pursuant to this Contract is subject to and conditioned upon the release of authorized appropriations from the FDEO. GUARDIAN shall be paid in accordance with Section D of this Contract. The COUNTY's Grant Award Agreement from FDEO shall become part of this Contract consistent with the requirements established in Florida Administrative Code, Section 9B-43.014.

C. Scope of Services

(1) Intent of this Contract

GUARDIAN agrees, under the terms and conditions of this Contract and the applicable federal, state, and local laws and regulations, to undertake, perform, and complete the necessary Program Administration Services required to implement and complete the COUNTY's FFY 2019 CDBG-HR project in compliance with applicable laws and regulations. GUARDIAN will comply with Chapter 119, Florida Statutes.

(2) Scope of Services – Program Administration Services

- Representation During Site Visits and Monitoring's
- Develop Project Information Management and Record Filing System
- Develop Project Financial Management System (for Disbursing Funds)
- Maintain Project Records (track and code files/check regularly)
- Develop Work Plans for Project Contract Document
- Preparation of Grant Contract Document
- Develop Budget for Project Contract
- Environmental Review
- Oversight of Project Schedule and Compliance
- Coordination with Other Agencies and Contracts, as Necessary
- Request Wage Decisions
- Budget Tracking
- Review Bid Documents and Contract Documents for Compliance
- Conduct Preconstruction Conference
- Oversight of Citizen Complaint Process
- Monitor Contractor, Engineer, and Construction Progress
- Supervision of Payment Authorizations
- Develop Request for Grant Funds (No Less than Quarterly)
- Develop and Process Amendments, as Needed
- Review Change Orders and Amendments for Compliance, as Needed
- Provide Regular Project Status Reports (No Less than Quarterly)
- Monitor all Project Activity to Ensure Compliance
- Provide all Other Necessary Technical Assistance
- Review Final Change Order, Pay Request, & Construction Documents
- Balance Final Project Budget
- Gather All Necessary Supporting Documents
- Prepare Documents for Administrative/Financial Close Out
- Prepare Final Status Report

If the Grant Award Agreement between the COUNTY and FDEO is amended, the scope of services for the project shall be amended to be consistent with that Agreement.

D. Consideration and Method of Payment for Services

(1) Amount of Consideration

For Program Administration Services for the 2019 HR CDBG, the COUNTY will pay GUARDIAN the sum of \$90,000. The COUNTY shall pay Guardian \$5,000 for the initial invoice and reserve a final invoice of \$5,000 paid upon submittal of the closeout report to FDEO. The remainder of the fee shall be issued to GUARDIAN over a period of thirty-six (36) months. If the project is completed in less than 36 months, the balance of the administration fee will be paid to GUARDIAN after completion and submission of the Closeout Status Report to FDEO.

The COUNTY and GUARDIAN shall review the progress of the project to determine if the project is proceeding on schedule. If the project is determined not to be progressing on schedule, a revised payment schedule shall be developed that is acceptable to both parties.

(2) Method of Payments

GUARDIAN will submit a monthly invoice. The invoice shall be submitted to the COUNTY for the COUNTY's review and approval. Payment will be issued within twenty-five (25) days of receipt of the invoice.

(3) Additional Services

If additional services are requested or required, then the additional services shall be established based on the hourly rates identified in Attachment C of this Contract and a work order or equivalent. Additional services shall include additional project management due to construction delays beyond the construction contract period. Where possible, a liquidated damages fee clause established in the construction contract would be utilized to pay for the additional services caused by the construction delays.

E. Subcontracts

(1) If GUARDIAN subcontracts any of the work required under this Contract, GUARDIAN agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Contract with the COUNTY.

(2) GUARDIAN agrees to include in the subcontract that the subcontractor shall indemnify and hold harmless the FDEO, the COUNTY and GUARDIAN from and against all claims of whatever nature by the subcontractor arising out of the subcontractor's performance of work under this Contract.

F. Modification of Contract

All modifications or amendments to this Contract shall be in writing, executed with the same formalities as this Contract, and addressed to the appropriate parties hereto and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a national recognized overnight courier service. All modifications or amendments shall be effective upon the date of receipt and attached to the original of this Contract. The amount of compensation to be paid to GUARDIAN will not be amended without mutual agreement of the COUNTY and GUARDIAN, formally executed in writing, subject to availability of funds.

G. Termination (Cause and/or Convenience)

(1) This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity (with thirty (30) additional days to schedule) direct (in-person) consultation with the terminating party prior to termination. During the notice and consultation period, both parties are expected to comply with all agreements and regulations affecting the project as required.

(2) This Contract may be terminated in whole or in part in writing by the COUNTY for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in G. (1) above.

(3) If termination for default is effected by the COUNTY, an equitable adjustment in the price for this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to GUARDIAN at the time of termination may be adjusted to cover any additional costs to the COUNTY because of GUARDIAN's default.

For any termination, the equitable adjustment shall provide for payment to GUARDIAN for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs incurred by GUARDIAN relating to commitments (e.g., suppliers, subcontractors) which had become contracted prior to receipt of the notice of intent to terminate.

(4) Upon receipt of a termination action under paragraphs (1) or (2) above, GUARDIAN shall (1) discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the COUNTY all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by GUARDIAN in performing this Contract, whether completed or in process, within the 60 day notice and consultation period.

(5) Upon termination, the COUNTY may take over the work and may award another party a Contract to complete the work described in this Contract.

(6) If, after termination for failure of GUARDIAN to fulfill contractual obligations, it is determined that GUARDIAN had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the COUNTY. In such event, adjustment of the contract price shall be made as provided in paragraph (3) above.

H. Remedies

Unless otherwise provided in this Contract, all other matters in question between the COUNTY and GUARDIAN, arising out of or relating to this Contract, or the breach of it, will be decided by a Florida court of competent jurisdiction. The venue for any legal action or other proceedings, which might arise from this Contract, shall be Columbia County, Florida.

I. Liability

(1) GUARDIAN shall be responsible for all damages to persons or property that occur because of GUARDIAN's fault or negligence in connection with work performed under the provisions of this Contract, and GUARDIAN shall be financially and otherwise responsible for the proper care and protection of all such work performed until completion thereof and final acceptance by the COUNTY. Guardian shall maintain \$500,000 of General Liability Insurance. Documentation regarding insurance will be made available upon request.

(2) GUARDIAN shall indemnify and hold harmless the COUNTY, its agents, and employees from liability for any injury or damages to persons or property resulting from GUARDIAN's prosecution of work pursuant to the provisions of this Contract.

J. Project Representatives

The COUNTY's Project Manager/Coordinator for this Contract is: **David Kraus, County Manager, Columbia County.**

GUARDIAN's Primary Contact responsible for the administration of this Contract is **J. Corbett Alday, VP, Guardian Community Resources Management, Inc.**

If different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be

rendered in writing to the party and said notification attached to the original of this Contract.

K. Terms and Conditions

This Contract contains all the terms and conditions agreed upon by the parties.

M. Eligibility

GUARDIAN certifies that it is eligible to receive state and federally funded contracts. GUARDIAN also certifies that no party, which is ineligible for such work, will be subcontracted to perform services under this Contract.

N. Conflict of interest

No member of or Delegate to the Congress of the United States, or Resident Commissioner, and no elected state official or state employee shall share in any proceeds of this Contract, or in any benefit to arise from it. No officer or employee of the local jurisdiction or its designers or agents, no member of the governing body, and no other official of the locality who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, GUARDIAN shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

O. Federal Statutory Requirements

When applicable, GUARDIAN and the COUNTY shall comply with the provisions contained in Attachment A and incorporated herein.

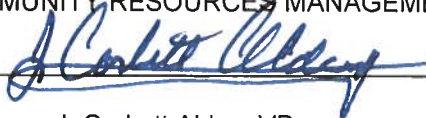
P. Attachments

This Contract is subject to the provisions of the following Attachments, which are attached to and made a part of this Contract:

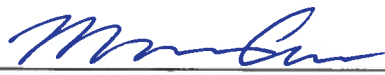
- (1) Attachment A, "Federal Provisions," consisting of three (3) pages.
- (2) Attachment B, "Section 3 and Affirmative Action Plan", consisting of one (1) page.
- (3) Attachment C, "Fee Schedule," consisting of one (1) page.

IN WITNESS WHEREOF, the parties have executed this Contract on this the 10th
day of February, 2022.

GUARDIAN COMMUNITY RESOURCES MANAGEMENT, INC.

By: 

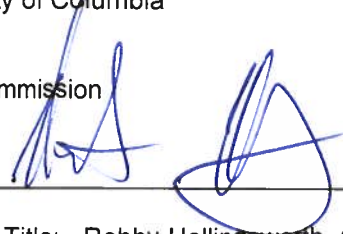
Name and Title: J. Corbett Alday, VP

Attest: 

Name and Title: Marna Edwards, Project Manager

The County of Columbia

County Commission

By: 

Name and Title: Robby Hollingsworth, Chair BOCC

Attest: 

Name and Title: Jay Swisher, Clerk of Court

ATTACHMENT A
FEDERAL PROVISIONS

1. Equal Employment Opportunity

During the performance of this Contract, GUARDIAN agrees as follows:

a. GUARDIAN will not discriminate against any employee or applicant for employment because of age, race, sex, national origin, ethnic background, and handicap status. GUARDIAN will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. GUARDIAN agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the COUNTY setting forth the provisions of this non-discrimination clause.

b. GUARDIAN will, in all solicitation or advertisements for employees placed by or on behalf of GUARDIAN, state that all qualified applicants will receive consideration for employment without regard to age, race, sex, national origin, ethnic background, and handicap status.

c. GUARDIAN will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions 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.

d. GUARDIAN will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

e. GUARDIAN will furnish all information and reports required by 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 books, records and accounts by the COUNTY and the Florida or United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of GUARDIAN's non-compliance with the equal opportunity clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and GUARDIAN 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 as otherwise provided by law.

g. GUARDIAN will include the provisions of paragraphs (a) through (g) 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. GUARDIAN will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such

provisions including sanction for non-compliance: Provided, however, that in the event GUARDIAN becomes involved in, or is threatened with, litigation with a subcontractor or vendor because of such direction by the COUNTY, GUARDIAN may request the United States to enter such litigation to protect the interests of the United States.

2. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds 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.

3. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

4. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

a. The work to be performed under this Contract is assisted by direct federal assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135), as amended, 12 U.S.C. 170. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are in or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 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.

c. GUARDIAN will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's 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.

d. GUARDIAN 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, CFR Part 135. GUARDIAN will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 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.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this 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.

5. Access and Retention to Records

The COUNTY, the FDEO, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of GUARDIAN which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. GUARDIAN shall retain all records relating to this Contract for six (6) years after the COUNTY makes final payment and all other pending matters are closed.

ATTACHMENT B

SECTION 3 AND AFFIRMATIVE ACTION PLAN

1. GUARDIAN will solicit and evaluate applications for employment in a manner that is non-discriminatory based upon age, race, sex, national origin, ethnic background, and handicap status.
2. When training and/or employment opportunity arises in connection with this project, GUARDIAN will, to the greatest extent feasible, provide maximum opportunity to lower income residents of the project. Employment opportunity will be locally advertised in a manner that will ensure that potentially eligible applicants are 1) made aware of the opportunity, and 2) provided a convenient way to apply for employment.
3. During this project, GUARDIAN will seek to purchase necessary goods and/or services from businesses that are in or owned by persons residing in the jurisdiction.
4. GUARDIAN will utilize the Florida lists of minority businesses in filling subcontracting and/or purchasing needs, where applicable.
5. GUARDIAN will include applicable equal opportunity provisions in subcontracts issued in connection with this project.
6. GUARDIAN shall publicize and post this policy in a conspicuous place available to employees and applicants for employment and training, where applicable.
7. GUARDIAN is under no contractual or other disability, which would prevent compliance with this policy.

ATTACHMENT C

FEE SCHEDULE

Where grant funds cannot be used or for additional services the following schedule will be utilized:

<u>Description</u>	<u>Fee*</u>
Grant Accounts Manager	\$150 per hour
Director Grant Services	\$140 per hour
Director Construction Services	\$125 per hour
Program Manager	\$125 per hour
Construction Specialist	\$100 per hour
Program Assistant	\$100 per hour
Administrative Assistant	\$75 per hour