

**AGREEMENT FOR GRANT COMPLIANCE ASSISTANCE SERVICES  
WITH GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC.  
PARNELL HILL STORMWATER IMPROVEMENTS**

This Agreement made and entered into this 16<sup>th</sup> day of December 2021, by and between COLUMBIA COUNTY, FLORIDA, by and through its Board of County Commissioners, situated at 135 NE Hernando Avenue, Suite 203, Lake City, FL 32056, hereinafter referred to as the “COUNTY” and GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC., of 15000 Citrus Country Drive, Suite 331, Dade City, FL 33523, hereinafter referred to as “GUARDIAN”.

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS:

- I. The COUNTY desires to engage GUARDIAN to render services as
- II. GUARDIAN possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE COUNTY AND GUARDIAN DO MUTUALLY AGREE AS FOLLOWS:

**ARTICLE I: SCOPE OF SERVICES**

GUARDIAN agrees to provide services to the COUNTY in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

**ARTICLE II: COMPENSATION**

GUARDIAN shall be paid by the COUNTY a fixed fee of One-hundred eighty thousand seven hundred (\$180,700) for services provided in completing the Scope of Services described in Appendix A, which is incorporated herein by reference. Payment to GUARDIAN for services rendered in accordance with the Scope of Services will become due within thirty (30) days following receipt by the COUNTY of a requisition of payment. Requisitions may be made on a monthly basis.

**ARTICLE III: TIME COMPLETION**

This Agreement shall begin on January 1, 2022 through December 31, 2024. Any allowable costs incurred by GUARDIAN during the period covered by this Agreement in providing services in performing the work described in the Scope of Services are eligible expenses chargeable to the COUNTY. However, if this

Agreement is not executed by all parties, the COUNTY shall not be liable for any such costs incurred by GUARDIAN.

#### ARTICLE IV: TERMINATION WITHOUT CAUSE

Each party may terminate this Agreement without cause by providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by GUARDIAN pursuant to this Agreement shall become the property of the COUNTY. Upon termination as provided in this Article, GUARDIAN shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in this Agreement.

#### ARTICLE V: DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period often (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, GUARDIAN shall be reimbursed for all of its actual costs incurred in providing services hereunder and all finished or unfinished documents and other materials prepared by GUARDIAN pursuant to this Agreement shall become the property of the COUNTY.

#### ARTICLE VI: NONDISCRIMINATION

In carrying out the work of this Agreement, GUARDIAN shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. GUARDIAN shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or 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 setting forth the provisions of this non-discrimination clause. GUARDIAN shall, in all solicitations or advertisements for employees placed by or on behalf of GUARDIAN, state that it is an Equal Opportunity/Affirmative Action Employer. GUARDIAN shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

#### ARTICLE VII: LIABILITY

GUARDIAN hereby agrees to hold harmless the COUNTY, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of GUARDIAN, its subcontractors or agents, if any, that is related to GUARDIAN's performance under this Agreement.

ARTICLE VIII: ASSIGNABILITY GUARDIAN shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the COUNTY.

#### ARTICLE IX: REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the County Manager of the COUNTY shall represent and act for the COUNTY and the Vice President of GUARDIAN shall represent and act for GUARDIAN.

#### ARTICLE X: VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Columbia County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in the Circuit Court in and for Columbia County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

#### ARTICLE XI: AMENDMENT OF AGREEMENT

GUARDIAN and the COUNTY by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between GUARDIAN and COUNTY and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

## ARTICLE XII: COMPLETE CONTRACT

This Agreement, including the Scope of Services incorporated herein, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

## ARTICLE XIII: PUBLIC RECORDS

GUARDIAN understands that the public shall have access at all reasonable times to all documents and information pertaining to COUNTY contracts subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access to such public records in accordance with Section 119.0701, Florida Statutes. Failure by GUARDIAN to grant such public access shall be grounds for immediate cancellation of this contract by the COUNTY. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT John Crews, CUSTODIAN OF PUBLIC RECORDS AT: (386) 758-1326, bccadmin@columbiacountyfla.com, PO BOX 1529, Lake City, FL 32056. GUARDIAN shall maintain all records for a minimum period of six (6) years past the administrative closeout of the grant.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

GUARDIAN: GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC.

ATTEST:

By: J. Corbett Alday (Signature) J. Corbett Alday (Printed)

Its: VP & COO (Title)

Date: 12/20/21

Witness:

Its: Aminta M. Kinley (Signature) Grant Admin (Title)

COUNTY: COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

(SEAL)

By: 

Robby Hollingsworth, Chairman

Clerk: 

Date: 12-16-2021

  
Approved as to Form and Content:

Joel Foreman  
County Attorney

## **APPENDIX A SCOPE OF SERVICES**

### **OVERVIEW**

Columbia County, Florida has been awarded a FFY 2021 Small Cities Community Development Block Grant from the Florida Department of Economic Opportunity for a Disaster Recovery and Mitigation Project for the PARNELL HILLS subdivision.

Columbia County applied for and received \$3,614,118.75 for infrastructure repair through the Disaster Recovery Rebuild Infrastructure Repair Program to address unmet disaster recovery needs related to damage from Hurricane Irma. The project will address streets with repetitive flooding including Hurricane Irma. The elevation, paving and drainage controls are an unmet need as the streets are currently unpaved and continue to be at risk of flooding. Additionally, the work will benefit existing housing in the neighborhood through paving and flood and drainage improvements. The County proposed activities include, elevation, paving and the installation of drainage swales and culverts to the existing PARNELL HILLS Subdivision. All roads to be addressed are County roads.

### **SERVICES**

1. A CDBG environmental review that is compliant with US Housing and Urban Development regulations and standards; and
2. CDBG grant administrative services.
3. CDBG project delivery services.

The CDBG environmental review includes, but is not limited to, the preparation and submission of all documentation, advertisements, reports and correspondence related to the Environmental Review for this project and required to obtain a release of CDBG funds from the Department of Economic Opportunity (DEO).

CDBG grant administrative services include, but are not limited to the following tasks:

- Draft policies for the County to adopt to meet special conditions required by the CDBG Subgrant Agreement, HUD regulations and DEO requirements,
- Prepare list of minority and women business enterprise (MBE/WBE) firms,
- Prepare and submit public notices for publication,
- Maintain financial records related to project activities,
- Conduct a Fair Housing activity each quarter,
- Draft quarterly progress reports, Section 3 and MBE/WBE reports for submission to DEO,
- Attend pre-bid conference, bid opening or preconstruction meeting,
- Review contractor payrolls and interview employees to determine compliance with the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Act,
- Review Household Income Certification Forms for households being hooked up to new utility services,
- Maintain client files,
- Attend meetings of the Columbia County Board of County Commissioners to provide progress reports on subgrant activities,
- Prepare documentation for and attend on-site monitoring visits by DEO,
- Draft responses to monitoring findings and concerns for County to submit to DEO,
- Draft requests for funds for submission by the County's authorized employee,
- Draft subgrant modification documents for the County to submit to DEO,
- Draft the Administrative Closeout Report for submission by the County,
- Respond to citizen complaints,
- Assist in the preparation of responses to monitoring findings and concerns for County to submit to DEO or HUD,
- Submit requests for funds to County to submit to DEO,
- Prepare the Administrative Closeout Report and submit to County to submit to DEO,
- Prepare documentation for and attend on-site monitoring visits by DEO as well as prepare documentation for DEO required desk monitoring.

