



**Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING**

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AWARD

June 27, 2019

Guardian Community Resource Management, Inc.
Christine M. Alday, President / CEO
15000 Citrus Country Drive, Suite 331
Dade City, Florida 33523

REF: RFP 19-031 CDBG Disaster Recovery Program Administration Services

The Board of County Commissioners has approved the above referenced Agreement and authorized the Chairman to execute the Agreement on June 25, 2019. Your next communications will be with the Department contact person for this project.

Agreement enclosed for your files. Congratulations.

Sincerely,

Vicki Austin

Vicki Austin
Purchasing Assistant
Department of Management and Budget

CC: Tammy Harris, Housing Services Director



AND COMPTROLLER

CONSULTING AGREEMENT

BY Christine M. Alday D.C. This Consulting Agreement is entered into by the parties this 25th day of June, 2019.
THIS 27 DAY OF June 20 19

1.0 Parties:

Citrus County, Florida, (County).

and

Guardian Community Resource Management, Inc., (Consultant).

2.0 Designated Contact Person as to County:

Tammy Harris, Director
Housing Services Division
2804 W. Marc Knighton Ct.
Lecanto, Florida 34461
Phone: 352-527-7520
Fax: 352-527-7521
Email: tammy.harris@citrusbocc.com

3.0 Designated Contact Person as to Consultant:

Guardian Community Resource Management, Inc.
Christine M. Alday, President / CEO
15000 Citrus Country Drive, Suite 331
Dade City, Florida 33523
Phone: 352-437-3902
Fax: 863-583-0357
Email: christine.Alday@GuardianCRM.com

4.0 Notices: All notices between County and Consultant, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Consultant and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the Scope of Services or other rights or obligations of the parties, precedence shall be given in the following order: (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Purchase Order issued to Consultant, and (4) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:

1. Exhibit A – Scope of Work
2. Exhibit B – Compensation

7.0 Terms of Agreement and Commencement of Services: Duration of the Agreement shall be in from the date that the Parties execute the Agreement through the closeout of the Grant. The date of commencement of Consultant's Services shall be upon receipt of a Notice to Proceed and a Purchase Order, issued by County.

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8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms into Consultant's documents forwarded by Consultant for payment. County's acceptance of the Services or the processing of documentation on forms furnished by Consultant to County for approval or payment shall not constitute acceptance of any terms and conditions.

9.0 Services Provided by Consultant: Consultant shall provide professional consulting services for services in accordance with the Scope of Services attached hereto as Exhibit "A". Consultant will perform all Services to the satisfaction of the Designated Contact Person who has authority to answer questions, provide County furnished information, and resolve difficulties that may arise during Consultant's performance of the Services.

9.1 Additional Services: Services that may be required after completion of the Agreement, within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Agreement through an Amendment to the Agreement.

9.2 Changes in the Services: County may at any time, as the need arises, order changes within the Scope of Services without invalidating the Agreement. If such changes result in an increase or decrease in Consultant's fees, or in the time required for Consultant to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Agreement.

9.3 Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the Agreement without additional expense to County. If Consultant does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may terminate the Agreement.

9.4 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Consultant for the performance of the provision of the Services covered under the Agreement. If County determines that (1) Consultant does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Consultant's performance is untimely, County may terminate the Agreement. All final plans, documents, reports, studies and other data prepared by Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Consultant agrees to provide project schedule progress reports in a format acceptable to County and at intervals established by County. County will be entitled at all times to be advised, at its request, as to the status of work being done by Consultant and of the details thereof. Either party to the Agreement may request and be granted a conference.

9.6 Supervision by Consultant: Consultant shall supervise and direct the performance of Consultant's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

10.0 Compensation to Consultant: Compensation to be paid to Consultant for the provision of the Services shall be per the fee schedule shown in Exhibit "B", attached to this Agreement. If County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Agreement by a written Amendment.

10.1 Changes in Contract Price: Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Consultant and County are not able to reach an agreement as to the amount of compensation to be paid to Consultant for supplemental work desired by County, Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Consultant will have the right to file a claim with County for such additional amounts as Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Consultant from the obligation to timely perform the supplemental work.

10.2 Compensation in Excess of \$195,000: If the compensation to be paid to Consultant, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold, amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

"Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Agreement are accurate, complete and current as of the date of the Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by County, whichever is later."

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Consultant that County deems necessary to substantiate claims for remuneration. Upon receipt of Consultant's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request within twenty (20) business days from the date which a properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within twenty (20) business days after the date on which the payment request is recorded as received by County. County shall provide Consultant with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County must either make payment, or reject the payment request, within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Consultant and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Consultant and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the

payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Consultant for the Services being purchased by County, a purchase order will also be issued to Consultant for the purpose of facilitating payment to Consultant. Except under an "emergency request", Consultant shall not provide any Services to County until Consultant has received a purchase order from County. Consultant shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however such request from County must be transmitted to the Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Consultant for such emergency requests.

11.6 Progress Payments: Consultant may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Consultant which is attributable to any services provided by any of Consultants suppliers, sub-consultants or sub-contractors, Consultant shall remit payment for such from the progress payments to those sub-consultants or sub-contractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Consultant of the sole responsibility for the care and protection of those Services which have been completed, even if Consultant remains in possession and control of such Services, or as a waiver of the right of County to require Consultant to fulfill all of the terms of the Agreement. If Consultant's fee is a "lump sum amount", Consultant shall indicate on each invoice (1) the percentage of work completed, (2) the value of the completed work, based on a percentage of the lump sum amount, (3) the total amount of prior payments received, and (4) the net amount of the payment request, which is the value of the completed work minus the value of prior payments received.

11.7 Payments to Sub-consultants: When Consultant receives from County any payment for Services covered under the Agreement, Consultant must pay such moneys received to each sub-Consultant or supplier in proportion to the percentage of the Services completed by each sub-Consultant or supplier within ten (10) business days after Consultant's receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse only the funds received on a pro rata basis to its sub-Consultants or suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Consultant receives payment from Consultant for labor, services or materials furnished by sub-Consultants or suppliers hired by the sub-Consultants, the sub-Consultant must remit payment due to those sub-Consultants or suppliers within seven (7) business days after the sub-Consultant's receipt of payment from Consultant.

11.8 Records of Costs: Records of costs incurred under terms of this Agreement will be maintained and made available upon request to County at all times during the term of this Agreement and for three (3) years after the expiration or termination of the Agreement. Copies of these documents and records will be furnished to County upon request. Records of costs incurred will include Consultant's general accounting records and the project records, together with supporting documents and records, of Consultant, their sub-Consultants and sub-contractors, performing work on the project, and all other records of Consultant, their -s and sub-contractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to County by Consultant on any other Agreement between Consultant and County. County may withhold payment on any invoice in the event that Consultant is in default under any provision of this Agreement or any other Agreement between Consultant and County as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, County will have the right to retain an amount equal to the damages suffered as a result of the default.

11.10 Final Payment Once the Project has been completed and Consultant has fulfilled all of the requirements under the Agreement, and provided there are no existing or pending claims or demands by County against Consultant, Consultant may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Consultant.

11.11 ACH Enrollment All Consultants will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Consultant's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its Agreement obligations.

12.2 Warranty Against Defects in Workmanship: Consultant shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Consultant shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Consultant shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

12.3 Warranty of Standard Care: In the performance of professional services, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Consultant do not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's sub-consultant's or sub-contractor's warranties. Such assignment shall not relieve Consultant of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product that results from Consultant's performance of its Services under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Consultant. When title passes to County in accordance with the Agreement, Consultant warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Consultant will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Consultant will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Consultant will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Consultant does not transfer the records to the County. Upon completion of the Agreement, Consultant will transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by County to perform the service. If Consultant transfers all public records to County upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If

Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Consultant does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352) 527- 5235.

14.0 Insurance: During the term of the Agreement, Consultant, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Consultant. Consultant shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or sub-consultants. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Consultant against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this contract.

14.2 Commercial General Liability: Consultant must obtain a general liability policy with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 general aggregate.

14.3 Automobile Liability: Consultant must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event the Consultant does not own vehicles, the Consultant shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Consultant must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.

14.4.2 For any officer of a Consultant that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Consultant/employer/owner's employees. If Consultant/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Consultant/employer/owner.

14.4.3 The purpose of this section is to ensure that all Consultants, sub-consultants, sole proprietors, or business entities of any kind who contract with County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of

Consultants, sub-consultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Professional Liability and/or Errors and Omissions Liability: Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate.

14.6 Other Insurance Provisions:

14.6.1 Consultant shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation or changes in policy language, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.6.2 The project's proposal number should be noted on the certificate.

14.6.3 Consultant has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed \$10,000, Consultant shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.6.4 All required insurance policies must be maintained until the contract work has been accepted by County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

14.6.5 Citrus County, Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees or volunteers.

14.6.6 Consultant's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Consultant's insurance and shall be non-contributory.

14.6.7 For all policies of insurance: Consultant, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

14.6.8 The Certificate Holder should read as follows: Citrus County, Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

14.6.9 It is Consultant's responsibility to insure that all sub-consultants comply with these insurance requirements. Consultants shall include all sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for sub-consultants shall be subject to all of the requirements stated herein.

14.6.10 With the exception of workers compensation policies, all required insurance policies must be written by a carrier having a minimum rating of A- by A.M. Best or similar rating company. All workers compensation policies must be written by carriers admitted in the State of Florida, and who participate in the Florida Insurance Guarantee Fund.

14.6.11 All Certificates must show that Consultant's policies have been endorsed per the requirements.

14.6.12 Once ALL paperwork is completed and received by County, an email will be sent to Consultant requesting online registration with myCOI. It is critical that County is provided with an accurate email address. The cost to register is \$19.95 and a credit/debit card will be needed. Part of the registration process includes providing contact information for Consultant's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Consultant will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Consultant's agent(s). This is a yearly requirement for the duration of the Agreement.

15.0 Indemnification: Consultant shall indemnify, save and hold harmless County and all their officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent acts of, or omissions of, Consultant, its sub-consultants, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Consultant nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Consultant shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Consultant under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

16.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Consultant shall proceed with the performance of any changes in the Services so ordered by County unless Consultant believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Consultant shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Consultant shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: This agreement may be terminated by either party upon giving the other party thirty (30) calendar days written notice. In the event of termination, County will be responsible for compensating Consultant only for the satisfactorily completed or partially completed Services up to the date of termination. Consultant shall not be entitled to recover any loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Consultant's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

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18.2 Assignment: Neither County nor Consultant shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Consultant remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant or any of its sub-consultants or sub-contractors who are involved in the provision of the Services under this Agreement.

18.4 Compliance with Laws: Consultant shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

18.5 Conflict of Interest: Consultant covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant, and its sub-consultants at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, or employee of Consultant or its sub-consultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its sub-consultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the sub-consultant, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 Correction of Services: Consultant shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Consultant shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other consultant's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Consultant's expense. If Consultant does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Consultant.

18.7 County Funds: If sufficient funding is not available for Consultant to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Consultant's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Consultant may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

18.8 Debarment: Consultant certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

18.9 Discriminatory Vendor: Provider certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Provider, supplier, sub-Consultant, or consultant under a contract with any public entity, and may not transact business with public entity.

18.10 Disposal of Wastes: Consultant shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Consultant shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Consultant agrees that County has the right to reject, for any reason, Consultant's use of any particular disposal facility.

18.11 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.12 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

18.13 Drug Free Workplace: Consultant certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

18.14 Employees, Sub-consultants, sub-contractors and Agents: All Consultant employees, sub-consultants, sub-contractors, or agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Consultant shall furnish a copy of licenses, certifications or other proof of qualification. All employees, sub-consultants, sub-contractors, or agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, sub-contractor, or agent of Consultant. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, sub-contractor, or agent of Consultant for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Consultant of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from

any County facility for cause any of Consultant's employees, sub-consultants, sub-contractors, or agents. County shall have the right to review and approve any sub-consultants or sub-contractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its sub-consultants and sub-contractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that its sub-consultants and sub-contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

18.15 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

18.16 Equal Employment Opportunity: Consultant shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed sub-consultants as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-consultants entered into by Consultant. Sub-contracts entered into by Consultant shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Consultant shall insert in its sub-contracts a clause requiring sub-consultants to include these provisions in any lower tier sub-contracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-consultants is NOT allowed.

18.17 E-Verification System: Consultant shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of: (1) all persons employed by Consultant during the contract term to perform any duties within Florida, and; (2) all persons, including sub-consultants, assigned by Consultant to perform work pursuant to this Agreement. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.18 Force Majeure Event: Consultant shall not be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

18.19 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the

Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.20 Governmental Restrictions: If Consultant believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Consultant shall immediately notify County in writing, indicating the specific restriction. County reserves the right, and the complete discretion, to accept any such alteration or to cancel the Agreement at no further expense to County.

18.21 Immigration and Nationality Act: Consultant shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Consultant who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Consultant knowingly employs unauthorized aliens.

18.22 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Consultant for the performance of the provision of the Services covered under the Agreement. If County determines that Consultant does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Consultant is not relieved from fulfilling all Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Consultant will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Consultant as the Consultant's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Consultant and all communications given to the supervisor or superintendent shall be as binding as if given directly to Consultant. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Consultant's Services.

18.23 Lawful Claims and Demands: Should any outstanding claims by sub-consultants or suppliers incurred in the performance of the Services materialize after County has made Payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, however final or otherwise, shall not release Consultant or its sureties from any obligations under the Agreement.

18.24 Lobbying: Consultant shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2),

"gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

18.25 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Consultant shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

18.26 Non-Collusion: Consultant agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Consultant intends to do the work with its own bonafide employees or sub-consultants and has not provided a response for the benefit of another consultant. Furthermore, Consultant certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

18.27 Patent and Copyright Responsibility: Any material, design or supplied specified by Consultant or supplied by Consultant pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Consultant shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Consultant in the performance of the services.

18.28 Project Site Conditions: Consultant shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

18.29 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its sub-consultants and sub-contractors, during the provision of their Services. Consultant will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Consultant shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Consultant employee, sub-consultant or sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.30 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Consultant, supplier, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18.31 Relationship: Consultant is an independent Consultant to County in performing its Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

18.32 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Consultant.

18.33 Schedules, Reports and Records: Consultant shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the

Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Agreement, shall be retained by Consultant for a period of three (3) years from the date of final payment under the Agreement.

18.34 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, sub-consultants, sub-contractors, officers or employees in the course of the provision of the Services without written consent of County. However, Consultant shall be permitted to release information to third parties if such information is publicly available through no fault of Consultant, information that Consultant developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Consultant shall take appropriate steps as to its personnel, agents, sub-consultants and sub-contractors. The warranties of this paragraph shall survive the Agreement.

18.35 Severability: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

18.36 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

18.37 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant's employees' wages. County holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

18.38 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

18.39 Workforce Labor: County believes that the hiring of employees by consultants to whom County awards contracts should, to the maximum extent possible, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving service contracts. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Consultant will be contacted by CLM Workforce Connection to discuss hiring through its staff and services. Consultant's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Consultant in hiring assistance.

19.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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IN WITNESS WHEREOF, this Agreement is accepted by the Parties as of the date noted below.

Signature of Witness (1)

Printed Name of Witness (1)

Signature of Witness (2)

Printed Name of Witness (2)

GUARDIAN COMMUNITY RESOURCE
MANAGEMENT, INC.

By:

Christine M. Alday
CHRISTINE M. ALDAY, PRESIDENT CEO

STATE OF Florida
COUNTY OF Pasco

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and
County aforesaid to take acknowledgements, personally appeared
Christine Alday of Guardian CRM, Inc.,
who is personally known to me or who has produced _____ as
identification.

WITNESS my hand and official seal this the 5th day of June, 2019.

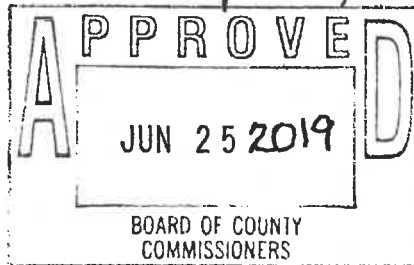


NOTARY PUBLIC Signature

Printed Name: Jennifer Contreras

Commission No.: GG 210913

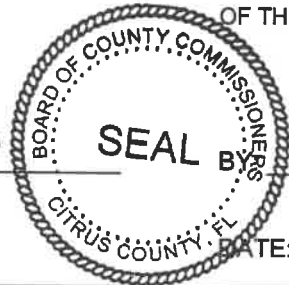
Expiration Date: April 24, 2022



CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA

ATTEST:

Angela Vick
for ANGELA VICK, CLERK



Jeff Kinnard D.C.
JEFF KINNARD D.C., CHAIRMAN

DATE: 6/29/19

EXHIBIT "A"

SCOPE OF WORK

Consultant is to provide program administration services and work with County staff to ensure all contractual obligations are met between Citrus County and the Florida Department of Economic Opportunity (FDEO).

ADMINISTRATION:

- Oversight of project schedule and compliance, citizen complaint process and all other technical assistance.
- Prepare Environmental Review.
- Develop a draft packet of forms to be utilized as part of the CDBG Housing Program for approval.
- Complete Applicant Intake Process {for both relocation and rehabilitation} and Relocation Procedures.
- Meet with the Building Department to coordinate permitting and inspections.

GENERAL TASKS:

- Rank and recommend home replacement/rehab clients based on the CDBG-DR Housing Assistance Plan (HAP).
- Develop and supply recommended client Intake Process Forms.
- Develop and monitor Client CDBG-DR Files for program compliance.
- Advertise/select a Contractor to perform a lead based paint inspection of each dwelling.
- Work with County staff to bid out, select and receive approval of Surveyors and Asbestos Inspectors.
- Coordinate execution of the contracts for Surveyor and Asbestos Inspectors.
- Issue Notice to Proceed to Surveyors.
- After surveys are completed, utilize them to develop specifications and plans for replacement/rehab.
- Work with County staff to bid out, select and receive approval for demolition/replacement/rehab Contractors.
- Work with County staff to bid out for Contractors to construct/rehab/replace the residences.
- Submit bid specifications to County Purchasing Department.
- Work with County staff to complete and/or revise the work write-ups to address the replacement/rehab dwellings.
- Complete the work write-up on each dwelling and obtain the homeowners acceptance signature.
- Work with County staff and the homeowner (or their representatives) to award the bids.
- Meet with the Homeowner and the construction Contractor to complete contracts.
- Coordinate the execution of contracts for demolition of existing residences, if applicable.
- Work with the Contractor to obtain building and related permits and monitor Contractors for compliance.
- Work with homeowner to temporarily relocate out of the dwelling, if applicable.
- Issue Notice to Proceed for the construction of the new residence or rehab/hardening of residence.
- Work with the Building Department to coordinate inspections and approval of draw requests.
- Coordinate, be present and respond to any questions raised at all FDEO site/monitoring visits.
- Submit all required reports to County staff.
- Maintain an independent set of financial records on the project.
- Maintain an independent set of financial records on each individual residence.
- Reconcile the Contractor's financial records with the client's financial records regularly.
- At the project conclusion, work with staff to prepare and submit a closeout for the project to FDEO.
- Submit Monthly/Quarterly Status Reports to County staff, detailing:
 - Contract status
 - Any significant administrative actions that could affect the contract
 - Quality control activities and results
 - Major accomplishments, success stories, etc.
 - Noteworthy meetings
 - Pending issues
 - Other items deemed appropriate

EXHIBIT "B"



PROPOSED FEE AND SCOPE OF SERVICES
CDBG GRANT WRITING AND ADMINISTRATION

Grant preparation and application for all CDBG categories:

(No Charge)

Disaster Recovery Program Admin Services for Housing Rehabilitation
***(10%) of total award**

\$100,000

Guardian proposes the following breakdown of Grant Administrative Services for **CDBG Disaster Recovery Program Admin Services for Housing Rehabilitation**

BUDGETED PORTION OF BLOCK GRANT AWARD FEE (11.5%) Based on an estimated grant amount of \$1,000,000	\$100,000
FDEO AGREEMENT ADMINISTRATION: <ul style="list-style-type: none">• Representation during site visits• and monitoring visits• Oversight of project schedule and compliance• Coordination with other agencies and contracts• Develop and process amendments• Provide regular project status reports• Provide all other necessary technical assistance• Develop project information management & filing system• Develop work plan for project contract document• Oversight of citizen complaint process	\$20,000
PROJECT DELIVERY SERVICES: <ul style="list-style-type: none">• Review of project contract document• Review bid documents for compliance• Conduct and attend preconstruction conference• Monitor contractor performance and compliance• Environmental review• Request wage decisions• Review contract documents	\$35,000
FINANCIAL ADMINISTRATION: <ul style="list-style-type: none">• Develop project financial management system for receiving/disbursing funds• Supervision of payment authorizations• Maintain project account records• Monitor all project activity to ensure compliance• Develop budget for project contract• Budget tracking• Review change orders for compliance• Review amendments for compliance	\$30,000
POST-PROJECT ACTIVITIES: <ul style="list-style-type: none">• Review final change order and pay request• Gather all necessary supporting documents• Prepare documents for administrative/financial close out• Balance final project budget• Review final constr. doc• Final status report	\$15,000

Proposed Fee Schedule for Other Grant Administration Services for ongoing public grant, loan or other funding opportunities for FFY2017-2018:

Standard Rates (for technical assistance, developer agreements, policy review, administration, housing rehab specialist, project delivery, contract management, planning, etc by the hour):

Hourly Rates for Additional Services, When and If Applicable

Christine Alday,	Grant Contracts Manager, Principal
\$150/hour	
Corbett Alday	Grant Projects Manager, Officer
\$140/hour	
Don Ridley	Project Coordinator/Technical Support Specialist
\$125/hour	
Antonio Jenkins	Project or Construction Manager
\$125/hour	
Velvet Burris	Grants or Program Administrator
\$100/hour	
Jean Rags	Grant Writer/Project Coordinator
\$100/hour	
Gayle Brett	Grants or Program Specialist
\$100/hour	
Jen Contreras	Grants Assistant
\$75/hour	

Typical Fees by Work Order (examples)

Affordable Housing Finance Proposals
\$25,000
USDA Water/Waste Grant-Loan Applications
\$25,000
SRF Water or Waste Loan or Grant Pre-Application or App
\$15,000
EDA Infrastructure Grant Application
\$25,000
EPA STAG or SPAP Grant Application
\$15,000
Economic Development Transportation Grant Application
\$10,000
Rural Infrastructure Grant Application
\$10,000
FCT Land Acquisition Application
\$25,000
FRDAP Application
\$10,000
Legislative Water Project App/Support
\$7,000
FEMA Grants Portal Application
\$4,000/Project

** Typically does not allow for administration fees; however there are other possible resources to pay Guardian which can be negotiated on a case by case basis.

'The most valuable assets we have are our references, not our contracts. Take care of our clients and the contracts and invoices will come.' -

J. Corbett Alday, COO, VP