

## **CDBG-DR GRANT ADMINISTRATION AGREEMENT**

THIS AGREEMENT, made and entered into this 15th day of October 2020, between COLUMBIA County, hereinafter called "County", and North Florida Professional Services, Inc., hereinafter called the "Administrator."

WITNESSED that the parties hereto, in consideration of the mutual covenants and promises herein contained and fully intending to be legally bound hereby, agree as follows:

### **ARTICLE I**

This Agreement shall be to provide grant administration services in conformance with all applicable Florida Community Development Block Grant Disaster Recovery (CDBG-DR) program requirements.

### **ARTICLE II**

Total cost of the grant administration for the project shall be a lump sum of Eleven thousand five hundred fifty dollars (\$11,500.00). The total amount is to be incurred by COLUMBIA County. The total cost shall include costs and payment of all materials, labor, equipment, subcontractors, transportation and other facilities necessary for the execution and completion of this grant administration project.

### **ARTICLE III**

As to basic grant administration services, the Administrator agrees as follows:

(A) To review with the *County* all aspects of the project as presented in the CDBG-DR grant application.

(B) Undertake and pursue all work diligently and in a professional manner, to the best of its ability and to complete the same within the time set forth in this Agreement. Current responsibilities shall include:

(1) Completion of the following reporting and administration tasks necessary for completion of the elements included in the *County's* CDBG-DR application the grant contract No. 10089 including all project alternates and subsequent change orders. This project will be in full compliance and conformance with the minimum requirements set forth by the *County*.

Task 1: Perform Intake for VHB applicants, which shall include the following components:

- Intake application processing
- Phone calls and/or in-person meetings with applicants
- Assist applicants with proper documentation
- Review and analyze submitted documentation
- Analyze for priority, if applicable

Task 2: Perform VHB Eligibility analysis which shall include the following components:

- Perform application authorizations
- Confirming ownership
- Confirming primary residence
- Identify priority status
- Perform damage assessment
- Identify tieback to disaster
- Income Certifications
- National Objectives Determination

Task 3: Perform Duplication of Benefits (DOB) analysis, which shall include the following components:

- Perform FEMA data analysis
- Perform SBA data analysis
- Perform NFIP data analysis
- Perform Private Insurance data analysis
- Perform Non-profits data analysis
- Perform other assistance analysis
- Analyze spent funds
- Verify funds were spent for their intended purpose
- Complete DOB review
- Complete DOB final worksheet

Task 4: Perform the Review and Approval of VHB applicants, which shall include the following components:

- Review applicant files for completeness
- Determine pre-disaster fair market value
- Determine final applicant eligibility / award amount
- Issue grant award to eligible applicant
- Applicant appeal process

Task 5: Complete the Environmental Review Record (ERR), which shall include the following components:

- Analyze applicant housing to determine proper ERR
- Inspection of property
- Complete tier 1 review
- Complete tier 2 review
- Complete and analyze lead-based paint testing
- Complete and analyze asbestos testing

Task 6: Perform Final Scope and Feasibility assessments, which shall include the following components:

- Revise scope for State Historic Preservation Office (SHPO) requirements
- Revise scope for lead-based paint mitigation
- Revise scope for asbestos mitigation
- Analyze for cost reasonableness and feasibility of the project
- Complete and review final inspection reports

Task 7: Complete the necessary Procurement and Closing activities which shall include the following components:

- Prepare statement of work for contractor bid
- Prepare and advertise procurement documents
- Review and respond to procurement questions
- Revise bid documents if necessary

- Review submissions and select contractor
- Conduct debarment check and contractor licensing
- Award bid
- Review and modify agreement and award amounts
- Closing coordination
- Prepare and receive escrow
- Execute agreement with contractor

(2) Preparation by the Administrator and submission to the *County* of all necessary environmental review documents.

(3) Preparation by the Administrator and submission to the *County* of the Release of Funds.

(4) Preparation and review by the Administrator of all Davis-Bacon Wage Scale determinations. The Administrator shall conduct on site interviews as required to meet DEO and HUD requirements for Federal hour and wage compliance.

(5) Coordination by the Administrator of all necessary construction bidding advertisements in accordance with CDBG-DR program rules and regulations.

(6) Preparation by the Administrator and submission to the *County* of all quarterly status reports, projection of contract payments, contractual obligation, and MBE reports as well as all request for funds (RFF) in accordance with CDBG-DR program requirements.

(7) Attend and represent the *County* at all monitoring visits and respond to monitoring reports.

(8) Monitoring of the demolition phase of the project. Demolition phase of this project will commence on the date the Demolition Contract is awarded and will terminate thirty (30) days after the *County* has certified that all demolition work under the Contract has been satisfactorily completed. The monitoring of the work by the Administrator shall include, but not be limited to the following:

(a) Coordination with the *County* at appropriate intervals to determine that work is being done as agreed under the Demolition Contract and to be knowledgeable in the progress and quality of the demolition work.

(b) Administrator shall not have control or charge of, and shall not be responsible for demolition means, methods, techniques, or procedures, or for omissions or for the safety precaution and programs incident to the work of the Demolition Contractor, subcontractor or any other persons performing any of the demolition work or for the failure of any of them to carry out the work in accordance with the Demolition Documents and Specifications.

(c) The Administrator shall, in conjunction with the *County*, determine the amounts owing to the Demolition Contractor based on inspections at the site and on evaluations of the Demolition Contractor's Applications for payment, and shall submit RFFs in such amounts only after the project engineer has approved Contractor's affidavit that all labor material and supplies have been fully paid for or set forth amounts still due and to whom.

(d) The Administrator, in conjunction with the *County*, shall prepare Change Orders for the *County's* approval and execution, and shall have authority to order minor changes in the work not involving an adjustment in the Demolition Contract Sum or an extension of the Demolition Contract time.

(e) The Administrator shall conduct inspections to determine the Dates of Substantial Completion and Final Completion and shall submit a final RFF upon completion of the project. The Administrator shall prepare and submit to the *County* all necessary close-out reports and documentation.

(C) Perform and do all acts necessary and reasonable to protect the *County* from any misfeasance, malfeasance or nonfeasance on the part of the Contractor, subcontractor or to take any and all other actions reasonable and necessary. Trial testimony will be performed so long as the Administrator is not a party to



the litigation or determined to be at fault, and at an hourly rate of \$150.00 per hour only if performed on behalf of the *County*.

(D) To the extent liability or taxes is the result of the Administrator's negligent performance under this Agreement save the *County* against any liability, contributions or taxes under this Agreement.

(E) The Administrator shall pay all Federal, State and Local taxes, including State sales and use taxes and all payroll taxes and all duties and costs whatsoever payable for any labor, material or equipment to be supplied by the Administrator.

(F) Satisfy immediately any lien or encumbrance which, because of any act or default of the Administrator or its subcontractors, materialmen, or any of its employees or agents, it filed against any property of the *County*; and shall save the *County* harmless against all resulting loss and expense including attorney's fees. If such liens or encumbrances are not immediately satisfied, the *County* may withhold out of any sums which may be owed to the Administrator an amount sufficient to satisfy any such existing liens and encumbrances. The amount withheld shall not be in excess of the total amount of said liens, encumbrances and expenses, including attorney's fees.

(G) The Administrator shall make good any losses or expenses including attorney's fees, suffered by the *County* arising out of injury or damage to the extent such injury or damage is caused by the negligence of the Administrator, or any subcontractor, materialmen, or any one directly or indirectly employed by any of them while engaged in the performance of any work for the Administrator. Also, the Administrator will maintain General and Automobile Liability Insurance including bodily injury or death and Property Damage for no less than \$1,000,000.00 per occurrence and \$500,000.00 per person.

(H) The Administrator shall maintain Worker's Compensation Insurance at statutory limits or provide an exemption certificate for same.

(I) Nothing herein shall be interpreted as a waiver of the *County* Sovereign Immunity as provided for under the Constitution and Statutes of the State of Florida.

## ARTICLE IV

The *County* agrees to:

(A) Provide mutually agreed upon, necessary and available information including working with the Administrator, to develop a program setting forth the *County's* objectives, constraints and criteria.

(B) If the *County* observes or otherwise becomes aware of any default or defect in the project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the *County* to the Administrator.

(C) Furnish agreed upon information and shall render decisions as expeditiously as possible for the orderly progress of the Administrator's services and of the work.

(D) Notify the Administrator in writing at least ten (10) days prior to permanently abandoning the project. In the event that the Administrator is not at fault herein, it shall be compensated for all work performed prior to the notice.

(E) Compensate the Administrator for services provided in the amount of \$11,500.00 for grant administration services to be paid as follows (The total amount is to be paid through grant funding, and no costs or expenses will be incurred by COLUMBIA County.):

- 1) \$4,000.00 Completion of Environmental Review and Release of Funds
- 2) \$2,500.00 Completion of Deliverable I as outlined in contract No. 10089
- 3) \$2,500.00 Completion of Deliverable II as outlined in contract No. 10089
- 4) \$2,500.00 Completion of Deliverable III as outlined in contract No. 10089

The Administrator shall insure the following statement is included in the construction contract specifications. "If construction exceeds (the number of months allowed in the construction contract) the contractor shall reimburse the *County* for all costs associated with additional grant administration services carried out by the Administrator". All requests for payment shall be submitted by the Administrator in detail sufficient for a proper pre-audit and post-audit review.

## ARTICLE V

The contact person who will represent the *County* in all matters pertaining to the Project shall be David Kraus, Assistant County Manager or his designee.

#### **ARTICLE VI**

This Agreement shall be governed by the laws of the State of Florida.

#### **ARTICLE VII**

This general agreement and any contract papers issued hereunder constitute the complete agreement between the parties as to any work performed hereunder; no prior agreements or understandings are binding on the parties as to such work. No other agreement relating to such work shall bind either party unless in writing and signed by both parties.

#### **ARTICLE VIII**

The Administrator shall perform the work hereinabove set out as an independent contractor free of controls or supervision by the *County* as to the means and methods of performing the same and all persons engaged in the performance of such shall be solely the servants or employees of the Administrator (or its subcontractors as the case may be).

#### **ARTICLE IX**

Either party failing to comply with the terms of this Agreement will pay all expenses, including a reasonable attorney's fee, incurred by the other party because of that failure.

#### **ARTICLE X**

The Administrator agrees to maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records for a minimum of six (6) years to assure proper accounting for all funds. These records will be available for audit purposes to the *County*, the Florida Department of Economic Opportunity, the U. S. Department



of Housing and Urban Development, the Comptroller General of the United States or any other authorized representatives and will be retained for six (6) years after Agreement completion unless permission to destroy them is granted by the *County*, or until all pending matters are closed. Moreover, the *County*, the Florida Department of Economic Opportunity, the U. S. Department of Housing and Urban Development, the Comptroller General of the United States or any authorized representative shall have access to any books, documents, papers, and records of the Administrator which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

#### **ARTICLE XI**

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the *County* who exercises any function or responsibility with respect to this Agreement, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any Agreement or subcontract, or the proceeds shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

#### **ARTICLE XII**

The Administrator agrees to comply with Executive Order 11246, which prohibits discrimination in employment regarding race, color, creed, national origin, handicap, religion, ancestry, sex or age, of an excerpt of such Executive Order. The Administrator further agrees to comply with the filing of any and all information and reports required by the Executive Order and by the rules, regulations, and orders of the Secretary of Labor.

#### **ARTICLE XIII**

The Administrator agrees that the owner or appropriate state or federal agency shall have the right to examine all their records and documents pertaining directly to this Agreement.

#### ARTICLE XIV

##### Termination (Cause and/or Convenience):

a) This Agreement 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 Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

b) This Agreement 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 1(a) above.

c) If termination for default is effected by the *County*, an equitable adjustment in the price for this agreement shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services or other work, and (2) any payment due to the Administrator at the time of termination may be adjusted to cover any additional costs to the *County* because of the Administrator's default. If termination for convenience is effected by the *County*, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the Administrator for services rendered and expenses in addition to termination settlement costs reasonably incurred by the Administrator relating to commitments (e.g. suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

d) Upon receipt of a termination action under paragraphs (a) or (b) above, the Administrator shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the *County* all data, reports, project files and other such information, as may have been accumulated by the Administrator in performing this Agreement, whether completed or in process. Upon

termination, the *County* may take over the work and may award another party an Agreement to complete the work described in this Agreement.

e) If, after termination for failure of the Administrator to fulfill contractual obligations, it is determined that the Administrator 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 Agreement price shall be made as provided in paragraph (c) above.

#### **ARTICLE XV**

##### **Remedies:**

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by a court of competent jurisdiction within COLUMBIA County. If the parties agree, the matter may be settled by arbitration.

#### **ARTICLE XVI**

##### **Environmental Compliance:**

If this contract exceeds \$100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The contractor shall include this clause in any subcontracts over \$100,000.

#### **ARTICLE XVII**

##### **Energy Efficiency:**

The Administrator shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and

Conservation Act (Public Law 94-163).

#### **ARTICLE XVIII**

**Prohibition Against Contingent Fees:** The Administrator warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Administrator to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Administrator any fee, commission, percentage, or gift or other consideration contingent upon or resulting from the award or making of this Agreement.

#### **ARTICLE XIX**

**Adjustment of Agreement Price:** If a Truth-in-Negotiation certificate was required for this agreement, the firm agrees that the original agreement price and additions thereto shall be adjusted to exclude any significant sums by which it is determined the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one year following the end of the contract.

#### **ARTICLE XX**

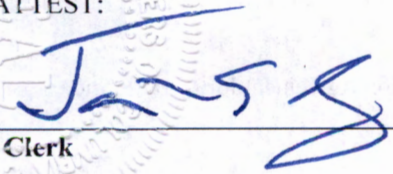
**Source of Funding:** The sole source of payment of the CDBG-DR portion of this Agreement is the funding received through the CDBG-DR program and/or portion of any other funding from grants leveraged from it.

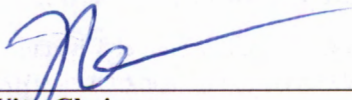
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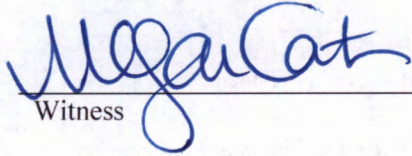



IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

ATTEST:

  
Clerk

  
Toby Witt, Chairman  
COLUMBIA County

  
Witness

  
Gregory G. Bailey, PE President  
North Florida Professional Services, Inc.



SWORN STATEMENT UNDER SECTION 287.133(3)(a)  
FLORIDA STATUTES ON THE PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE  
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the CDBG-DR Grant Administration Agreement for North Florida Professional Services, Inc., and COLUMBIA County, Florida.
2. This sworn statement is submitted by North Florida Professional Services, Inc., whose business address is P.O. Box 3823, Lake City, Florida 32056, and (if applicable) its Federal Employer Identification Number (FEIN) is 27-1868423.
3. My name is Gregory G. Bailey, PE, and my relationship to the entity named above is President.
4. I understand that a "Public Entity Crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other State of with the United States, including, but not limited to any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other stat or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a pleas of guilty or nolo contendere.
6. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among person when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any State of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

**X** Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services,)


(Signature)

10/26/2020  
(Date)

STATE OF Florida  
COUNTY OF Columbia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Gregory G. Bailey  
who, being personally know to me or having provided \_\_\_\_\_ as identification, after  
first being sworn by me, affixed his/her signature in the space provided above on this 26<sup>th</sup> day of  
October, 2020.



  
NOTARY PUBLIC