

RESOLUTION 2019-10
Guardian Resource Management
Wednesday, August 14, 2019

WHEREAS, the Spring Lake Improvement District (hereinafter "District") was created by the Florida Legislature and codified in Chapter 1971-669, Laws of Florida, as amended by Chapter 2005-342, Laws of Florida, as amended by Chapter 2012-264, Laws of Florida, pursuant to the authority granted therein and;

WHEREAS, the District has secured funds from the State Legislature and State Revolving Funds and;

WHEREAS, grant management and technical assistance in implementing and complying with State requirements is needed for the duration of the funding and;

WHEREAS, Guardian Community Resource Management has been under contract since April, 2014 and;

WHEREAS, the District has requested that Guardian Community Resource Management, Inc. continues to provide consulting services for the District (as outlined in the attached Exhibit "A")

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SPRING LAKE IMPROVEMENT DISTRICT THE FOLLOWING:

1. The Spring Lake Improvement District contracts with Guardian Community Resource Management per attached Exhibit "A".
2. This resolution shall become effective this 14th day of August 2019.

Spring Lake Improvement District

By: _____
Gary Behrendt, Chairman

Attest:

By: _____
Tim McKenna, Secretary

AGREEMENT

THIS AGREEMENT is made by and between the SPRING LAKE IMPROVEMENT DISTRICT, a special district of the State of Florida, 115 Spring Lake Blvd. Sebring, Florida 32958, hereinafter referred to as the "DISTRICT", and Guardian Community Resource Management, Inc., 1500 Citrus Country Drive, Suite 331, Dade City, Florida 33876, hereinafter referred to as the "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, the DISTRICT will use a 'piggyback contract' that has competitively solicited for grant writing and administration services, pursuant to RFP-17-9607-VJ; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall begin on date of execution by the DISTRICT and continue through September 2022 and may be extended when in the best interest of the DISTRICT.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the DISTRICT, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the DISTRICT, or any property owned by the DISTRICT. Such lien,

attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the DISTRICT in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the DISTRICT; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the DISTRICT that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the DISTRICT's stated scope of services and industry standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed the amount outlined in tasks authorizations annually for the term of this Agreement in accordance with the pricing schedule set forth in **Exhibit "B"** and with the task authorization process set forth in **Exhibit "C"** which are attached hereto and made a binding part hereof.

B. Compensation for services completed by the CONSULTANT will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the DISTRICT. In its sole discretion, the DISTRICT reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the DISTRICT is not satisfied with the services provided by the CONTRACTOR, the DISTRICT will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the DISTRICT, and not due to the fault of the CONTRACTOR, the DISTRICT shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the DISTRICT shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the DISTRICT. All such payments shall be subject to an off-set for any damages incurred by the DISTRICT resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the DISTRICT in the event of breach by the CONTRACTOR.

SECTION 8. INSURANCE.

- A. The CONTRACTOR shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the DISTRICT, in the form of a certificate prior to the start of any work, nor shall the CONTRACTOR allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The CONTRACTOR shall maintain the following types of insurance, with the respective minimum limits:

1. AUTOMOBILE PUBLIC LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) - Any Auto;
 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 3. DAMAGE to RENTED PREMISES - Fifty Thousand Dollars (\$50,000.00), Any single occurrence;
 4. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00) - Any one person;
 5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
 6. GENERAL AGGREGATE: One Million Dollars (\$1,000,000.00);
 7. PRODUCTS - COMPLETED OPERATIONS AGGREGATE: One Million Dollars (\$1,000,000.00)
 8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
 9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the DISTRICT in the event of litigation against same.
- C. The CONTRACTOR shall name the "Spring Lake Improvement District Board of Supervisors" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the DISTRICT with proof of same.
- D. The CONTRACTOR shall provide the DISTRICT's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
- a. The name of the insured CONTRACTOR,
 - b. The specified job by name and job number,
 - c. The name of the insurer,
 - d. The number of the policy,
 - e. The effective date,

- f. The termination date,
- g. A statement that the insurer will mail notice to the DISTRICT at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- h. The Certificate Holders Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable:

Spring Lake Improvement District
c/o District Manager
115 Spring Lake Blvd.
Sebring, Florida 33876

- E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the DISTRICT, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- F. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the DISTRICT.
- G. The DISTRICT shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of the Spring Lake Improvement District. The liability policies shall be Primary/Non-Contributory.

SECTION 9. DISTRICT OBLIGATIONS.

At the CONTRACTOR's request, the DISTRICT agrees to provide, at no cost, all pertinent information known to be available to the DISTRICT to assist the CONTRACTOR in providing and performing the required services.

SECTION 10. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any

such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Indian River County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 12. PUBLIC RECORDS.

A. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:

District Office
115 Spring Lake Blvd.
Sebring, Florida 33876

B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the DISTRICT, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(l)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- 1. Keep and maintain public records required by the DISTRICT to perform the service.**
- 2. Upon request from the DISTRICT'S custodian of public records, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.**
- 3. Ensure that 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 contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the DISTRICT.**

4. Upon completion of the contract, transfer, at no cost, to the DISTRICT all public records in possession of the CONTRACTOR or keep and maintain public records required by the DISTRICT to perform the service. If the CONTRACTOR transfers all public records to the DISTRICT upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT'S custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.
5. If the CONTRACTOR does not comply with a public records request, the DISTRICT shall enforce the contract provisions in accordance with the contract.

SECTION 13. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the DISTRICT for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 14. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 15. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 16. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the DISTRICT, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the DISTRICT harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 17. SOVEREIGN IMMUNITY

The DISTRICT expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of DISTRICT for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the DISTRICT which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 18. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the DISTRICT may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

SECTION 19. BINDING EFFECT.

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the DISTRICT.

SECTION 21. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States,

the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 22. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 23. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the DISTRICT and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the DISTRICT and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

DISTRICT: Spring Lake Improvement District
 Attention: District Manager
 115 Spring Lake Blvd.
 Sebring, Florida 33876

CONTRACTOR: Guardian Community Resource Management, Inc.
 15000 Citrus Country Drive, Suite 331
 Dade City, Florida 33523

SECTION 24. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 25. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 26. ADMINISTRATIVE PROVISIONS.

In the event the DISTRICT issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the DISTRICT's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the DISTRICT shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 28. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or contractor in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

SECTION 29. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 30. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the DISTRICT, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full District audit is complete, whichever comes first. The DISTRICT shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The DISTRICT also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the DISTRICT. The DISTRICT has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 33. PROJECT MANAGERS.

The DISTRICT and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the DISTRICT. If the DISTRICT or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The DISTRICT will notify the CONTRACTOR, in writing, if the current DISTRICT Project Manager is replaced by another individual.

A. The DISTRICT Project Manager's contact information is as follows:

Joe DeCerbo, District Manager
Spring Lake Improvement District Community Development Department
115 Spring Lake Blvd.
Sebring, Florida 33876
Email: jdecerbo@springlakefl.com
Phone (863) 655-1715

B. The CONTRACTOR Project Manager's contact information is as follows:

J. Corbett Alday, Vice President, COO
Guardian Community Resource Management Inc.
15000 Citrus Country Drive, Suite 331
Dade City, FL 33523
(352) 437-3902
Email: corbett.alday@guardiancrm.com

SECTION 34. PUBLIC EMERGENCIES.

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the Spring Lake Improvement District shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of the Spring Lake Improvement District are protected from any emergency situation that threatens public health and safety as determined by the DISTRICT. The CONTRACTOR agrees to rent/sell/lease all goods and services to the DISTRICT or governmental entities on a "first priority" basis. The DISTRICT expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the DISTRICT with products and/or services not under this Agreement, the DISTRICT expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly
authorized representatives, have executed this Agreement effective the
_____ day of _____, 2019.

SPRING LAKE IMPROVEMENT DISTRICT
BOARD OF SUPERVISORS

By: _____

Date: _____

GUARDIAN COMMUNITY RESOURCE
MANAGEMENT, INC.

By: _____

Print: _____

Title: _____

STATE OF:

COUNTY OF:

The foregoing instrument was executed before me, this _____ day of _____,
2019, by _____ as _____ of Guardian
Community Resource Management, Inc. who personally swore or affirmed that he/she is authorized to
execute this Agreement and thereby bind the Corporation, and who is personally know to me OR has
produced _____ as identification.

NOTARY PUBLIC

(stamp)

Exhibit "A"
Scope of Services

- A. Scope of Services:** The Consultant shall research and identify potential grants and provide general grant writing services associated with the completion and submission of grant applications, program administration and delivery.

B. Grant funding research:

BI :The Consultant shall research grant opportunities for the purpose of developing additional funding resources for both current and proposed services, programs and administrative operations. Potential grant resources shall include, but not be limited to federal, state, agencies and organizations that support the District's funding needs and priorities in the following general areas:

- a. Community/Economic Development (Community Development Block Grant - CDBG)
- b. Health Services
- c. Social/Human Services
- d. Housing Programs (Home Investment Partnership Programs -HOME)
- e. Infrastructure Development and Maintenance
- f. Parks & Recreation

B2: **In** addition to the areas defined above, other areas may also be identified through the funding needs analysis process and throughout the duration of the Contract. Research may also include grant opportunities identified by the District.

B3: The Consultant shall provide the District on a regular basis with summaries of potential funding opportunities.

Summaries shall include, but not be limited to:

- a. Name of agency
- b. Due dates for applications
- c. Eligibility
- d. Brief program summary
- e. Level of funding available

C. Funding Needs Analysis:

C1: The Consultant shall provide program-planning consultation to the District by working with District Staff to facilitate meetings with District departments and collaborate with a variety of parties for the purpose of assessing current funding priority areas and identifying new priority areas for funding.

C2: The Consultant shall coordinate grant environmental and cleanup management review materials, compile the necessary materials into the granting agency reports, and submit the reports after approval by the District project manager for specially funded projects (example: EPA and FEDP).

- D. Grant Proposal Development and Administration:** The Consultant shall assist with

securing project-specific public and private funding through project conceptualization and design, grant application preparation and submittals, administering projects through completion, inspection services, and project close-out in conformance with all applicable federal, state and local requirements. In conjunction with the District's Grants Compliance Office and other pertinent staff the Consultant shall carry out post award compliance activities relating to single audits and monitor the financial management of all grant processes for the purpose of ensuring compliance with all the program and funding guidelines of awarding organizations.

The Consultant shall:

- a. Coordinate and conduct any required public input and advertisements.
- b. Prepare necessary grant/loan applications and securing of funding and other commitments to carry out a project.
- c. Review solicitation and contract documents for compliance and eligibility.
- d. Develop required public record systems.
- e. Comply, document and monitor Davis-Bacon and Uniform Relocation Act record-keeping requirements for projects.
- f. Coordinate the review and inspection of grant budget and timelines in relation to grant funded construction projects, timelines and budgets.
- g. Provide report to the Department's project coordinator as requested to ensure grant funding does not lapse.
- h. Complete any and all requirements related to the receipt, use and audited "close out" of the use of any federal, state, or local funding sources.
- i. Provide technical advice to Advisory Boards, and its staff on an "as needed" basis.
- J. Provide training to Community Development staff on program administration of CDBG, HOME & SHIP and to other Departments as needed.
- k. Assist with the development and submittal of annual action plans and 5 year consolidated plans required by funders.
- l. Assist staff with all statutory requirements and financial reconciliation to ensure compliance with Community Development and Housing Programs and/or with other programs as needed.

- E. Project Initiation Time:** The Consultant must be available for District projects on very short notice: typically a maximum of two (2) weeks will be considered a reasonable project initiation time unless notified otherwise.

Exhibit "B"
Pricing Schedule

Item	Position		Hourly Rate
1.	Senior Staff		\$150.00
2.	Professional Staff		\$130.00
3.	Clerical Staff		\$65.00
4.	Other		\$100.00

Exhibit "C"
TA Review and Approval Process

1. The DISTRICT will request written proposals from the CONTRACTOR(s) for each individual project. The task authorization form will include a summary of the proposed project, identifying the proposed project manager and shall include the following attachments at a minimum: Attachment A - Scope of Work, Attachment B - Price Breakdown, Attachment C - Schedule and Attachment D - Sub-Consultants.
2. Projects will be assigned to the individual firms based on current workload, schedule, availability and expertise, in the DISTRICT'S sole discretion. All TA's issued in association with the Agreement shall not exceed the collective total of \$85,000.00 annually.
3. The CONTRACTOR(s) will perform and provide grant services on a Task Authorization basis to include but not limited to:
 - a. A detailed description of work to be performed;
 - b. Provide itemized costs for each of the elements of work as applicable to each specific project;
 - c. Total cost of proposal;
 - d. Number of calendar days required to complete the work after the District's Authorization.
 - e. Signed, dated, and completed cost proposal returned to the District for review within ten (10) working days of request;
 - f. Tracking number;
 - g. Special conditions (if applicable)
 - h. Liquidated damages provision (if applicable)
 - i. Milestone Schedule and date of Completion
 - J. Pertinent Attachments; and,
 - k. Associated work as necessary for the completion of the assigned Task Authorization

Exhibit "D"

TASK AUTHORIZATION ORDER FORM

***Spring Lake
Improvement District
Task Authorization***

In accordance with the terms and conditions of the Agreement ref.: RFP-17-9607-VJ, dated 08-27-2017, the parties hereto agree to perform the work itemized below.

District Project Manager:

Date:

Number:

Contractor:

Consultant Project Manager:

NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERD TO THE CONTRACTOR/CONSULTANT.

Each Task Authorization package shall include:

Attachment A - Scope of Work
Attachment B- Price Breakdown
Attachment C - Schedule
Attachment D – Sub-Consultant

Recommended
By: _____

Department Administrator or delegate

Date: _____

Reviewed By: _____

Requester

Date: _____

Contractor/Consultant Approved	District Manager or Delegate Approval
Name (print)	Name (print)
Signature:	Signature:



Spring Lake Improvement District (SLID) WW Programs Management

Guardian Community Resource Management, Inc.

Date: August 14, 2019

Task Order 1.20 - Wastewater (WW) Fiscal Year 2020 – From 10/1/19 to 9/30/20

This proposal is for professional consulting services for work known as:

Provide grants management support and technical assistance in implementing and complying with open wastewater treatment facility grant or loan programs that need compliance or technical support to complete and close or undergo audits or monitoring visits during or after completion. Additionally, any prospective WWTF grant or loan program or related system management technical assistance will also be included. General support to staff and engineers in locating, comparing, completing new applications or addressing new program feasibility or agency needs, is a part of the scope of work, as is meeting with and advising Board members or other SLID vendors.

In general, Guardian shall provide compliance and technical support, complete forms, complete site visits, coordinate needed materials, support engineers, staff and funders with any compliance needs as well as complete reports and request for reimbursement. Similarly, Guardian will provide research, planning, funding analysis, scoring review, application support and writing as needed for grant and loan sources. Funding sources may include, but not be limited to, Florida Department of Environmental Protection 319, TMDL and SRF, USDA Rural Utility Services Water and Waste Loans and Grants, State and Federal Economic Development Grants, State and Federal Appropriations, FDOT Highway Grants and Loans, Water Management District Grants and Loans, Rural Water Association funds and Federal Emergency Management Agency funds.

The work specified as follows:

Tasks:

- I. Summarize any grant/loan requirements
- II. Develop or revise any award compliance schedules
- III. Develop or revise any needed grant file system
- IV. Develop any agency or local reports needed, including any public notices or advertisements
- V. Review and provide drafts or updates to any needed policies
- VI. Tracking and monitoring expenditures including required match and backup
- VII. Develop any request for reimbursement and compile and check backup documentation
- VIII. Provide guidance and samples for any land acquisition requirements or third-party agreements
- IX. Guide and track DBE/MBE/WBE, Section 3, Fair Housing and/or other contracting efforts
- X. Guide and track all purchasing requirements and documentation
- XI. Guide and track all Davis Bacon Labor and Wage and related acts compliance
- XII. Track award work plan progress and propose amendments as needed
- XIII. Review and advise on compliance of change orders
- XIV. Review and advise on compliance of any pay applications from vendors or contractors
- XV. Provide and track contract requirements, including any business partners or developers
- XVI. Develop and submit award amendment requests as needed
- XVII. Develop final reports and closeout materials
- XVIII. General technical assistance as needed with open or new programs
- XIX. Attend site visits and meetings as need to support the SLID staff, Board and other vendors
- XX. Troubleshooting the viability and feasibility of various funding options
- XXI. Defining in summary fashion for agendas and internal reports program requirements
- XXII. Researching funding options and compliance needs of various programs as ideas arise
- XXIII. Reviewing third party materials and providing samples where feasible, for applications
- XXIV. Grant writing, planning and/or technical assistance to A/E firms in developing applications

Work hours/month and basis for estimated price:

Grants Project Manager 12 hours X \$130/hour = \$1,560

Maps, data and other materials not readily available from the world-wide-web or email request from an appropriate agency, will be provided by the District or District's engineer.

Schedule: Guardian shall commence work upon notice to proceed from the District and shall complete all task within the grant work plans time frame subject to amendments and other revisions by the District that the FDEP may approve.

Compensation: Payment for said services based on the Contract and deliverables outlined above shall be \$1,560 per month based on services outlined above. At no time shall the cost exceed \$18,720 for twelve months from beginning to ending of the SLID fiscal year.

Any change made after final approval will be considered additional and charged according to the District approved base contract between the District and Guardian. All changes must be agreed to by both parties in writing as governed by the contract.

Approved by:

Guardian Community Resource Management, Inc.

Signature

Date

Print Name and Title

Approved by:

Spring Lake Improvement District

Signature

Date

Print Name and Title



Spring Lake Improvement District (SLID) DW Management Programs

Guardian Community Resource Management, Inc.

Date: August 14, 2019

Task Order 1.20 – Drinking Water (DW) Fiscal Year 2020 – From 10/1/19 to 9/30/20

This proposal is for professional consulting services for work known as:

Provide grants management support and technical assistance in implementing and complying with open drinking water treatment facility grant or loan programs that need compliance or technical support to complete and close or undergo audits or monitoring visits during or after completion. Additionally, any prospective DWTF grant or loan program or related system management technical assistance will also be included. General support to staff and engineers in locating, comparing, completing new applications or addressing new program feasibility or agency needs, is a part of the scope of work, as is meeting with and advising Board members or other SLID vendors.

In general, Guardian shall provide compliance and technical support, complete forms, complete site visits, coordinate needed materials, support engineers, staff and funders with any compliance needs as well as complete reports and request for reimbursement. Similarly, Guardian will provide research, planning, funding analysis, scoring review, application support and writing as needed for grant and loan sources. Funding sources may include, but not be limited to, Florida Department of Environmental Protection 319, TMDL and SRF, USDA Rural Utility Services Water and Waste Loans and Grants, State and Federal Economic Development Grants, State and Federal Appropriations, FDOT Highway Grants and Loans, Water Management District Grants and Loans, Rural Water Association funds and Federal Emergency Management Agency funds.

The work specified as follows:

Tasks:

- I. Summarize any grant/loan requirements
- II. Develop or revise any award compliance schedules
- III. Develop or revise any needed grant file system
- IV. Develop any agency or local reports needed, including any public notices or advertisements
- V. Review and provide drafts or updates to any needed policies
- VI. Tracking and monitoring expenditures including required match and backup
- VII. Develop any request for reimbursement and compile and check backup documentation
- VIII. Provide guidance and samples for any land acquisition requirements or third-party agreements
- IX. Guide and track DBE/MBE/WBE, Section 3, Fair Housing and/or other contracting efforts
- X. Guide and track all purchasing requirements and documentation
- XI. Guide and track all Davis Bacon Labor and Wage and related acts compliance
- XII. Track award work plan progress and propose amendments as needed
- XIII. Review and advise on compliance of change orders
- XIV. Review and advise on compliance of any pay applications from vendors or contractors
- XV. Provide and track contract requirements, including any business partners or developers
- XVI. Develop and submit award amendment requests as needed
- XVII. Develop final reports and closeout materials
- XVIII. General technical assistance as needed with open or new programs
- XIX. Attend site visits and meetings as need to support the SLID staff, Board and other vendors
- XX. Troubleshooting the viability and feasibility of various funding options
- XXI. Defining in summary fashion for agendas and internal reports program requirements
- XXII. Researching funding options and compliance needs of various programs as ideas arise
- XXIII. Reviewing third party materials and providing samples where feasible, for applications
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Approved by:

Guardian Community Resource Management, Inc.

Signature

Date

Print Name and Title

Approved by:

Spring Lake Improvement District

Signature

Date

Print Name and Title