

RESOLUTION NO. 2020 - 426

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE CHANGE ORDER #04 TO MASTER CONTRACT NO: 19-MCC-CAP-10718 UNDER RFP NO: 19-18; GRANT ADMINISTRATION SERVICES FOR CDBG.

RECITALS

WHEREAS, the County entered into contract with Capital Access, Inc. under RFP No: 19-18; Grant Administration Services for CDBG, and desires to expand the scope of work under this Contract to include creating and including a 5-Year Consolidated Plan (2021-2026), an Annual Action Plan, and Analysis of Impediments (AI) to Fair Housing; and

WHEREAS, the original scope of services included technical assistance for the following reports: Annual Action Plan, Consolidated Plan, Consolidated Annual Performance Evaluation Report, and all reports found in the Integrated Disbursement & Information System (IDIS), SF- 425 Quarterly Report, and the Federal Labor Standards Semiannual Enforcement Report; and

WHEREAS, through the County's formal RFP process, Capital Access, Inc. was the only respondent, and determined to be responsive and responsible to perform the specified scope of work, from which a contract was issued; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed change order (attached hereto, an incorporated herein) and finds that issuing the change order to expand the scope of work serves a public purpose.

WHEREAS, the change order will be in substantial conformance with the attached.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:


Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to issue and execute Change Order #04 in substantially the same form and format as attached to Capital Access, Inc. under RFP No: 19-18 for the expansion of scope for technical assistance.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3 day of November, 2020.

BOARD OF COUNTY COMMISSIONERS,  
ST. JOHNS COUNTY, FL

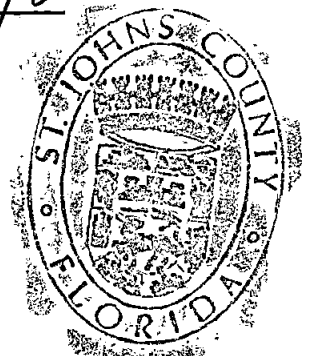
  
\_\_\_\_\_  
Jeb S. Smith, Chair

ATTEST: Clerk of the Circuit Court & Comptroller

Brandon J. Patty

By:   
\_\_\_\_\_  
Deputy Clerk

RENDITION DATE 11/5/20





St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT CHANGE ORDER NO: 04

RFP No: 19-18; Grant Administration Services for Community Development Block Grant (CDBG)

Master Contract No: 19-MCC-CAP-10718

Original Contract Date: 6/12/19

Contractor: Capital Access, Inc
325 Chestnut St., Ste 917
Philadelphia, PA 19106

Date: October 7, 2020
Project: Expansion of Scope for Technical Assistance

SCOPE OF WORK:

Change Order #04 is hereby issued to increase the Contract Price of Master Contract No: 19-MCC-CAP-10718 by an amount not to exceed fifty thousand six hundred forty three dollars and fifty six cents (\$50,643.56), to expand the scope of services for technical assistance to include creating and submitting a 5-Year Consolidated Plan (2021-2026), an Annual Action Plan, and Analysis of Impediments (AI) to Fair Housing, as provided in the Contractor's proposals, dated September 30, 2020, attached hereto and incorporated herein.

PAYMENT TERMS:

Table with 2 columns: Description and Amount. Rows include Original Contract Value (\$50,000.00), Net Change by previously authorized Change Orders (\$184,938.00), The (Contract Sum) prior to this Change Order (\$234,938.00), The (Contract Sum) will increase (\$50,643.56), and The (Contract Sum) including this Change Order remains (\$285,581.56).

SCHEDULE:

The Contract Time will be unchanged as provided below:
Original NTP: 6/12/19 + 1095 consecutive calendar days = 6/11/22 Final Completion.

Acceptance of this Change Order shall constitute a modification to the Master Contract No: 19-MCC-CAP-10718 and shall be performed in accordance with all of the same terms and conditions of the Master Contract. The adjustment, if any, to the Master Contract shall constitute a full and final settlement of any and all claims arising out of or related to the Changes set forth herein, including claims of impact and delay costs. This Contract Change Order is not valid until signed by the County and the Contractor.

Capital Access, Inc.

St. Johns County, Florida

Representative Signature:
Printed Name & Title:
Date:

Representative Signature:
Printed Name Leigh A. Daniels, CPPB & Title: Purchasing Manager
Date:

All terms and conditions of the above-referenced Master Contract dated 6/12/19 remain in full force and effect. All invoices for this work must reference Change Order #04. By approving this task order, the SJC Dept is certifying the availability of funds for this. Do not approve/process this task order until funds are available in the appropriate line item.

Capital Access, Inc.										9/30/2020											
St. John's County, Florida HUD Grants Management										Jeremey Newberg		Dayatra Coles		Kathryn Mayrose		TOTAL		Time Frame			
5-yr Consolidated Plan (2021 - 2026) & Annual Action Plan										Hourly Rate: \$ 196.89		\$ 178.50		\$ 157.00				START	FINISH	Total Days	
Development										Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount				
Task #1	Review Previous ConPlan, AAP, Citizen Participation Plan, Funding Allocations, previous CAPERS: Request SJC CD Staff to "red line" previous ConPlan and AAP to provide feedback on what worked, what needs improvement and new considerations and/or priorities going forward										6	\$1,181.34	10	\$1,785.00	6	\$1,071.00	22	\$4,037.34	1-Nov	7-Nov	6
Task #2	Team Engagement - Goals, Needs, Desired Outcomes										4	\$787.56	4	\$714.00	4	\$714.00	12	\$1,501.56	1-Nov	7-Nov	6
Task #3	Draft Advertisement for General Public Comment and Public Meetings for Unmet Needs Assessment (non-profits, social services, elected officials). Secure SJC approval of draft and SJC subsequently disseminates Advertisements wide array of marketing outlets.										2	\$393.78	4	\$714.00	2	\$357.00	8	\$1,464.78	8-Nov	14-Nov	6
Task #4	Prepare and conduct the Unmet Need Public Comment Meetings (minimum of 2 mtgs) including documents describing programs, terminology, sources, and uses in accordance with regulatory requirements for each funding source. Propose Mtg #1, Tues Dec 1 and Mtg. #2, Thur Dec 3. Gather and compile comments for consideration.										4	\$787.56	8	\$1,428.00	4	\$714.00	16	\$2,929.56	14-Nov	8-Dec	24
Task #5	Citizen Participation Plan Analysis and Assessment: Citizen Participation, Consultation, Information Sharing, Data Collection, Identify Priorities, Alignment/Coordination										0	\$0.00	8	\$1,428.00	4	\$714.00	12	\$2,142.00	14-Nov	8-Dec	24
Task #6	Housing Market Analysis and Needs Assessment: collect and analyze statically information that provides an overall picture of the housing needs of the County to include: Housing supply and demand Housing affordability analysis Cost-burdened households Housing types Mapping Housing conditions; including substandard units Disproportionate racial/ethnic group housing needs Specific housing objectives Public Housing needs Inventory of local, state and federal assisted housing Barriers to affordable housing Lead based paint hazards										4	\$787.56	10	\$1,785.00	8	\$1,428.00	22	\$4,000.56	7-Nov	31-Dec	54
Task #7	Homeless Needs Assessment: Inventory of emergency shelters, transitional housing and permanent housing for the homeless Needs of sheltered and unsheltered homeless Needs of subpopulations Needs of persons threatened with homelessness Mapping										2	\$393.78	6	\$1,071.00	6	\$1,071.00	14	\$2,535.78	7-Nov	31-Dec	54

St. John's County, Florida HUD Grants Management		Jeremy Newberg		Dayatra Coles		Kathryn Mayrose		TOTAL		Time Frame		
5-yr Consolidated Plan (2021 - 2026) & Annual Action Plan		Hourly Rate:	\$ 196.89	\$ 178.50	\$ 157.00					START	FINISH	Total Days
Development		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount			
Task #8	<b>Non-Homeless Special Needs Assessment:</b> Special Independent Living needs and issues for persons with physical and mental disabilities HIV/AIDS population housing needs Supportive service needs Mapping	2	\$393.78	8	\$1,428.00	4	\$714.00	14	\$2,535.78	7-Nov	31-Dec	54
Task #10	<b>Community Development Needs Assessment:</b> Public facilities and infrastructure improvement needs Accessibility needs Historic preservation needs Economic development needs Planning needs Public service needs Other community development needs	4	\$787.56	12	\$2,142.00	8	\$1,428.00	24	\$4,357.56	7-Nov	31-Dec	54
Task #11	<b>Planning &amp; Development Needs Assessment:</b> Transportation needs Zoning needs Economy Environmental conditions Land use and Growth analysis and planning Mapping	4	\$787.56	12	\$2,142.00	8	\$1,428.00	24	\$4,357.56	7-Nov	31-Dec	54
Task #12	<b>Develop 5 Year Consolidated Plan and Year 1 Annual Action Plan using data gathered and analyzed:</b> Establishment of priority needs Obstacles to meeting housing goals and objectives The need for targeted geographic area implementation plan or targeted economic development area (i.e. Opportunity Zones) Alleviation of overcrowding Concentration of racial/ethnic minorities Involuntary displacement Affordable housing strategy Anti-poverty strategy Programs to assist households with incomes below poverty level Coordination with other programs and agencies. Community development priority analysis and strategy Housing and Non-Housing Community Development Needs Public Services Community development Coordination and implementation of housing and community development strategy	12	\$2,362.68	24	\$4,284.00	12	\$2,142.00	48	\$8,788.68	1-Jan	31-Jan	30
Task #13	1. Submission Draft Consolidated Plan & Annual Action Plan to County Leadership for review. 2. Plan Review Session with County leadership and community 3. Subsequent Edits as required by community and SJC Leadership	4	\$787.56	4	\$714.00	0	\$0.00	8	\$1,501.56	1-Feb	15-Feb	14

St. John's County, Florida HUD Grants Management		Jeremy Newberg		Dayatra Coles		Kathryn Mayrose		TOTAL		Time Frame		
5-yr Consolidated Plan (2021 - 2026) & Annual Action Plan		Hourly Rate: \$ 196.89		\$ 178.50		\$ 157.00				START	FINISH	Total Days
Development		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount			
Task #14	Advertisement for Public Comment & Hearing on Consolidated Plan, Annual Action Plan and Citizen Participation Plan. Propose March 2, 2021 Date for Public Review & Comment Meeting of Draft Plans	0	\$0.00	2	\$357.00	4	\$714.00	6	\$1,071.00	15-Feb	2-Mar	15
Task #15	Compilation of Comments, Additions/Deletions, and/or Enhancement for Consolidated Plan, Annual Action Plan & Citizen Participation Plan.	2	\$393.78	4	\$714.00	8	\$1,428.00	14	\$2,535.78	2-Mar	15-Mar	13
Task #16	Upload Consolidated Plan, Annual Action Plan, Citizen Participation Plan, Certifications, SF 424 within IDIS eCon Planning Suite.	0	\$0.00	7.948011204	\$1,418.72	0	\$0.00	8	\$1,418.72	15-Mar	19-Mar	4
Task #17	Respond to HUD comments and make revisions draft Plans as instructed by HUD. Generate final draft for SJC to publish and upload to their website.	2	\$393.78	4	\$714.00	0	\$0.00	6	\$1,107.78	20-Mar	31-Mar	11
Total Staff:		52	\$10,238.28	128	\$22,838.72	78	\$13,923.00	258	\$47,000.00			150
<b>Ad-Alternate based on Guidance from HUD</b>												
Alternate Task #1	<i>Affirmatively Furthering Fair Housing Assessment:</i> <i>Align AFFH with most recent HUD guidance which may include (and is also subject to change):</i> -Identification of barriers -Marketing and outreach -Reasonable accommodation -Inventory -Inclusionary zoning -Complaint & investigation protocols -Mapping	4	\$787.56	8	\$1,428.00	8	\$1,428.00	20	\$3,643.56			0

**REQUEST FOR APPROVAL  
ST JOHNS COUNTY PURCHASING**

**SUBJECT: CAPITAL ACCESS, INC. SERVICE AGREEMENT**

**SUGGESTED VENDOR: Capital Access, Inc.**

**ESTIMATE: \$ 50,643.56**

**REASON FOR REQUEST:**

- A.  Standardization
- B.  Spare Parts
- C.  Replacement Parts

- D.  Only Known Supplier
- E.  Delay of Construction Contractor
- F.  Environmental Urgency

**PURCHASING POLICY NUMBER:**

- G.  Public Safety Emergency
- H.  Time Restriction
- I.  Other

**BUDGET ACCOUNT NO/DESCRIPTION: 0094-55304-5286-53150**

**BUDGETED AMOUNT: \$ 50,643.56**

Capital Access has provided its consulting and HUD grants management services to the County since 2019. HHS is requesting to extend the contract to include a 5-Year Consolidated Plan (2021-2026), Annual Action Plan Development, and Analysis of Impediments (AI) to fair housing as recommended by our local HUD rep. Funding not to exceed the budgeted amount for the two plans and update to our AI.

**REQUISITIONER:**

*[Signature]*

**DATE: 10/05/2020**

**DEPT. MANAGER:**

*[Signature]*

**DATE: 10/05/2020**

**DIVISION MANAGER:**

*S. A. Novak*

**DATE: 10/05/2020**

**PURCHASING REVIEW**

- DISPOSITION:**
- A.  Concurs with Request
  - B.  Does not concur with Request
  - C.  Requires approval(s) as listed below

**COMMENTS:**

**BUYER:**

**DATE:**

**PURCHASING MANAGER:**

**DATE:**

**MANAGEMENT REVIEW**

- DISPOSITION:**
- A.  Concurs with Request
  - B.  Does not concur with Request

**COMMENTS:**

\_\_\_ Brad Bradley, Deputy Administrator / Chief of Staff

**DATE:**

\_\_\_ Joy Andrews, Deputy Administrator of Strategic Affairs

**DATE:**

\_\_\_ Hunter S. Conrad, County Administrator

**DATE:**

(Use reverse side for additional comments)  
Return to Purchasing when completed.

Revised 01/08/20



**CONTRACT AGREEMENT**  
**RFP NO: 19-18; Grant Administration Services for**  
**Community Development Block Grant (CDBG)**  
**Master Contract #: 19-MCC-CAP-10718**

This Contract Agreement, ("Agreement") is made as of this 12<sup>th</sup> day of June, 2019, ("Effective Date"), by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Capital Access, Inc** ("Consultant"), authorized to do business in the State of Florida, with principal offices located at 325 Chestnut St., Ste 917, Philadelphia, PA 19106; Phone: (215) 551-2000; and Email: [gi@capitalaccessinc.com](mailto:gi@capitalaccessinc.com).

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

**ARTICLE 1 – DURATION AND EXTENSION**

This Agreement shall become effective upon signature by both parties, on the Effective Date shown above, and shall remain in effect for an initial contract term of three (3) calendar years and shall have one (1) available two (2) year renewal option, exercisable by the County, contingent upon satisfactory performance by the Consultant, and legally appropriated funds are available each fiscal year. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew or extend this Contract Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that the Consultant has satisfactorily performed the Services noted in the Contract Documents, and renewal or extension serves the best interest of St. Johns County.

**ARTICLE 2 – ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall include all RFP Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

**ARTICLE 3 – SERVICES**

The Consultant's responsibility under this Agreement shall be to provide Grant Administration Services for Community Development Block Grant (CDBG) as specified in the Scope of Work, proposed by the Consultant, approved by the County in accordance with RFP No: 19-18 and as otherwise provided in the Contract Documents. The Consultant shall be required to provide technical assistance with questions related to the implementation, best management practices, and regulations associated with St. Johns County's Community Development Block Grant (CDBG) under Grant Number: B-18-UC-12-0021 that meets all applicable regulations and standards.

Services provided by the Consultant shall be under the general direction of St. Johns County Housing and Community Services Department or authorized County designee, who shall act as the County's representative during the performance of this Contract Agreement.

**ARTICLE 4 – SCHEDULE**

The Consultant shall perform the required services as specified in the Contract Documents. The Consultant shall be required to comply with as-needed technical assistance as coordinated with the authorized County designee(s) throughout the duration of this Agreement. No changes to said schedule shall be made without prior written authorization by the County.

**ARTICLE 5 – COMPENSATION/BILLING/INVOICES**

- A. The County shall compensate the Consultant funds not to exceed fifty thousand dollars (\$50,000) during the duration of the contract, based upon the pricing detailed on Exhibit "A-1" attached here to, as submitted in the proposal and accepted by the County. The maximum amount available as compensation to Consultant under this Contract Agreement shall not exceed the annual amount budgeted by St. Johns County Departments for Services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that Consultant is not entitled to the above-referenced amount of compensation. Rather, Consultant's compensation is based upon Consultant's adhering to the Scope of Work, detailed in this Agreement. As such, the Consultant's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Consultant shall bill the County upon completion for services satisfactorily performed. The signature of the Consultant's authorized representative on the submitted invoice shall constitute the Consultant's certification to the

County that:

1. The Consultant has billed the County for all services rendered by it and any of its sub-Consultants or materials suppliers through the date of the invoice;
  2. As of the date of the invoice, no other outstanding amounts are due from the County to the Consultant for services rendered;
  3. The reimbursable expenses, if any, have been reasonably incurred; and
  4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Consultant, bills/invoices submitted by the Consultant shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Monthly Invoicing Form 1551, as provided by the County. The County may return a bill/invoice from the Consultant, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Consultant's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Consultant, or by the Consultant's Consultants or sub-Consultants, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered:

SJC Health & Human Services Department  
Attn: Joseph Cone, Housing & Community Services Manager  
200 San Sebastian View, Suite 2300  
St. Augustine, FL 32084

- G. **FINAL INVOICE:** In order for the County and the Consultant to reconcile/close their books and records, the Consultant shall clearly indicate "Final Invoice" on the Consultant's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

#### **ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

#### **ARTICLE 7 – ARREARS**

The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **ARTICLE 8 – TERMINATION**

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) consecutive calendar days advance written notice to the Consultant of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least ten (10) consecutive calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

#### **ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the Consultant fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Consultant, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Consistent with other provisions in this Agreement, Consultant shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.

C. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:

1. Stop work on the date to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
4. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 10 – PERSONNEL**

The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Consultant's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Consultant warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Consultant is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

#### **ARTICLE 11 – SUBCONTRACTING**

The County reserves the right to approve the use of any subconsultant, or to reject the selection of a particular subconsultant, and to inspect all facilities of any subconsultants in order to make a determination as to the capability of the subconsultant to perform the Work described in the Contract Documents. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subconsultant fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subconsultant to complete the Work in a timely fashion, the Consultant shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subconsultant, Consultant, or material supplier based upon prior unsatisfactory performance.

#### **ARTICLE 12 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Consultant upon request. The Consultant shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Consultant that the Consultant shall not be authorized to use the County's Tax Exemption status in any manner.

The Consultant shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Consultant's performance under this Agreement.

#### **ARTICLE 13 – AVAILABILITY OF FUNDS**

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

#### **ARTICLE 14 - INSURANCE**

The Consultant shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant has obtained insurance of the type,

amount; and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The Consultant shall maintain throughout the duration of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain throughout the duration of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000.

The Consultant shall maintain throughout the duration of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant shall maintain throughout the duration of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

#### **ARTICLE 15 - INDEMNIFICATION**

The Consultant shall indemnify, defend and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Consultant's errors, omissions, or negligence. The Consultant shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

#### **ARTICLE 16 - SUCCESSORS AND ASSIGNS**

The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

#### **ARTICLE 17 - NO THIRD PARTY BENEFICIARIES**

It is expressly understood by the County, and the Consultant, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

#### **ARTICLE 18 - REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

#### **ARTICLE 19 - CONFLICT OF INTEREST**

The Consultant represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which

would conflict in any manner with the performance of services required hereunder. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Agreement.

#### **ARTICLE 20 – EXCUSABLE DELAYS**

Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder (other than the obligation of payment) as a result of natural or public health emergencies; force majeure; the County's omissive and commissive failures; freight embargoes; governmentally-imposed moratorium, law or regulation related to the services described herein; or other unforeseen event, circumstance, condition or matter beyond the reasonable control of that party. Such party shall be relieved from liability for its failure to perform until the cessation of such event, circumstance, condition, or matter.

If the Consultant is delayed in completing the services described herein, upon the Consultant's request, the County, in its sole discretion may consider the cause and extent of the delay, if the Consultant's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

#### **ARTICLE 21 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Consultant shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Consultant and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

#### **ARTICLE 22 – INDEPENDENT CONSULTANT RELATIONSHIP**

The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an independent Consultant, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Consultant's sole direction, supervision, and control.

The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent Consultant and not as employees or agents of the County. The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

#### **ARTICLE 23 – CONTINGENT FEES**

Pursuant to Section 287.055(6), Florida Statutes, the Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

#### **ARTICLE 24 – ACCESS AND AUDITS**

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

#### **ARTICLE 25– NONDISCRIMINATION**

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

#### **ARTICLE 26 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Consultant agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Consultant.

#### **ARTICLE 27 – ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 28 – COMPLIANCE WITH APPLICABLE LAWS**

Both the County and the Consultant shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

#### **ARTICLE 29 – AUTHORITY TO PRACTICE**

The Consultant hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

#### **ARTICLE 30 – SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 31 - AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Consultant shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

#### **ARTICLE 32 – FLORIDA LAW & VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this

Agreement shall be held in St. Johns County, Florida.

### **ARTICLE 33 – ARBITRATION**

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

### **ARTICLE 34 - NOTICES**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department  
Attn: Jaime Locklear, Purchasing Manager  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Consultant shall be mailed to:

Capital Access, Inc.  
Attn: Grant Johnson, Director of Operations  
325 Chestnut St., Ste 917  
Philadelphia, PA 19106

### **ARTICLE 35 - HEADINGS**

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

### **ARTICLE 36 –PUBLIC RECORDS**

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Consultant's performance under this Contract constitutes an act on behalf of the County, Consultant shall comply with all requirements of Florida's public records law. Specifically, if Consultant is expressly authorized, and acts on behalf of the County under this Agreement, Consultant shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
  - (2) Upon request from the County's custodian of public records, provide the County 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and
  - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the Services.

If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the 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 County's information technology systems.

Failure by the Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF**

**CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

**ARTICLE 37 – USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

**ARTICLE 38 – SURVIVAL**

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

**ARTICLE 39 – AUTHORITY TO EXECUTE**

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

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**RFP NO: 19-18; Grant Administration Services for  
Community Development Block Grant (CDBG)  
Master Contract #: 19-MCC-CAP-10718**

IN WITNESS WHEREOF, authorized representatives of the County and Consultant have executed this Contract Agreement on the day and year below noted.

**COUNTY:**

St. Johns County, FL  
Full Legal Name

By: *Jaime Locklear*  
Signature of County Representative

Jaime T. Locklear, MPA, CPPO, CPPB  
Printed Name - County Representative

Purchasing Manager  
Printed Title - County Representative

6/12/19  
Date of Execution

**ATTEST:  
ST. JOHNS COUNTY, FL  
CLERK OF COURT**

*Crystal Smith*  
Deputy Clerk

6/12/19  
Date of Execution

**LEGALLY SUFFICIENT**

*Jaime Locklear*  
Deputy County Attorney

6/14/19  
Date of Execution

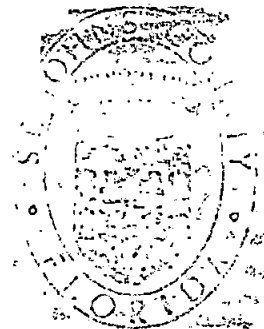
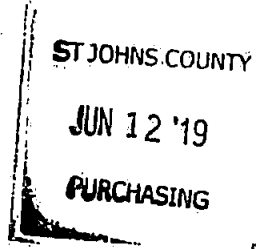
**CONSULTANT:**

Capital Access, Inc.  
Company Name

By: *Jeremy Newberg*  
Signature of Consultant Representative

Jeremy Newberg, C.E.O  
Printed Name & Title

6/10/2019  
Date of Execution



**RFP NO: 19-18; GRANT ADMINISTRATION SERVICES FOR COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG)  
EXHIBIT "A"  
BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the unit prices as submitted on the proposal. The unit prices shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and shall be added to the applicable Contract Amendment.

**RFP NO: 19-18; GRANT ADMINISTRATION SERVICES FOR COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG)  
EXHIBIT "A-1"  
HOURLY RATES PROPOSAL FORM**

Each Respondent shall submit an hourly rate for all necessary components to fulfill the requirements and project goals of this RFP as proposed in Part III Scope of Services for technical assistance.

<b>TASK #</b>	<b>DELIVERABLE</b>	<b>HOURLY RATE</b>
<b>1</b>	<b>Technical Assistance for County Staff which is inclusive of all overhead and expenses with key personnel Amber Patterson, Matt Lyons, or Jimmy Ardis</b>	<b>\$ 157.00</b>
<b>2</b>	<b>Technical Assistance for County Staff in regards to executive or subject matter expert assistance beyond key personnel</b>	<b>\$178.00</b>

**RFP NO: 19-18; GRANT ADMINISTRATION SERVICES FOR COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG)  
EXHIBIT "B"  
CONTRACT SCHEDULE**

The Contract Period for this scope of work shall be as follows:

***Initial Contract*** – Shall become effective on upon signature by all parties, and shall remain in effect for a period of three (3) calendar years, or until funds may become exhausted.

***Contract Renewal/s*** – The contract may be renewed, at the discretion of the County, for one (1), two (2) year renewal option, upon satisfactory performance by the Consultant, mutual agreement by all parties, the availability of funds and the continued need of the County for services.

**RFP NO: 19-18; GRANT ADMINISTRATION SERVICES FOR COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG)  
EXHIBIT "C"  
CDBG REQUIRED CONTRACT CLAUSES**

**1. Equal Employment Opportunity.**

a. The contractor agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.

b. If this contract is in excess of \$10,000 and meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

## 2. **Davis Bacon Act.**

- a. This section applies to all construction contracts in excess of \$2,000.
- b. In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages

specified in a wage determination made by the Secretary of Labor. In addition, the contractor shall pay wages not less than once a week.

- c. Award of this contract to the contractor is conditioned upon the contractor's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

### 3. Copeland Anti-Kickback Act.

- a. This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.
- b. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- c. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- d. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### 4. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.

- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

**5. Compliance With Clean Air Act.**

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

**6. Compliance with Federal Water Pollution Control Act.**

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

**7. Debarment and Suspension.**

- a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

### APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

## 9. Procurement of Recovered Materials.

a. In the performance of this contract, the contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The contractor shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

b. The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more.

#### 10. Section 3 Clause.

a. The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.

b. The parties to this agreement agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.

c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advertising the contractor's commitments under this Section 3 clause. The contractor shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.

d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations set forth in 24 C.F.R. Part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

f. Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD-assisted contracts.

g. With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this agreement. Section 7(6) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties

to this agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**11: Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that this contract is funded entirely or in part by Community Development Block Grant Disaster Recovery funds. The contractor will comply with all applicable federal law, regulations, executive orders, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- a. The Housing and Community Development Act of 1974, as amended;
- b. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- c. Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- d. 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- e. Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- f. Public Law 114-223: Continuing Appropriations Act, 2017;
- g. Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- h. HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- i. HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- j. HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

**12. No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**13. Fraud and False or Fraudulent or Related Acts.**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.



**St. Johns County Board of County Commissioners**

Purchasing Division

June 17, 2019

Capital Access, Inc.  
Attn: Grant Johnson, Director of Operations  
325 Chestnut St., Ste 917  
Philadelphia, PA 19106

**RE: RFP No: 19-18 – Grant Administration Services for Community Development Block Grant (CDBG)  
Master Contract No: 19-MCC-CAP-10718**

Dear Mr. Johnson:

Enclosed, please find a fully executed original copy of the Contract Agreement for the above referenced services, for your files.

If you have any questions regarding this contract, or the required services, please don't hesitate to contact me at the information provided below.

Thank you for doing business with St. Johns County.

Sincerely,  
**St. Johns County, FL**  
**Purchasing Department**

A handwritten signature in cursive script that reads "Erin Edwards".

Erin Edwards, MAOL, CPP  
Procurement Coordinator  
(904) 209-0164 – Direct  
(904) 209-0165 – Fax  
[eedwards@sjcfl.us](mailto:eedwards@sjcfl.us)

CC: COC Minutes & Records (Copy taken when attested)  
SJC Purchasing RFP No: 19-18 Master Contract File