

RESOLUTION NO. 2020 - 17

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ENTER INTO A CONTRACT WITH PUBLIC CONSULTING GROUP, INC AS THE NUMBER ONE RANKED FIRM UNDER RFP NO. 19-91 FOR COMPLETION OF THE STRATEGIC PLAN FOR ST. JOHNS COUNTY HEALTH & HUMAN SERVICES (HHS).

RECITALS

WHEREAS, the County desires to enter into contract with Public Consulting Group, Inc. for assisting the St. Johns County Health & Human Services (HHS) Department in developing a five-year strategic plan on the County's behalf, as needed in accordance with RFP No. 19-91; and

WHEREAS, the scope of the services will be to possess the necessary skills and qualifications to provide assistance in improving client services, building community relationships, and maintaining quality staff, as necessary for creating a five-year Strategic Plan for Health & Human Services (HHS) in accordance with RFP No. 19-91; and

WHEREAS, through the County's formal RFP process, Public Consulting Group, Inc. was determined to be the highest ranked respondent; and

WHEREAS, the County will review the terms, provisions, conditions and requirements of the negotiated contract, and finds that entering into contract to complete the work services serves a public purpose.

WHEREAS, the project will be funded by SJC Health & Human Services.

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 award RFP 19-91 to Public Consulting Group, Inc., and execute a contract for the performance of the work.

Section 3. The County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft with Public Consulting Group, Inc, for the completion of the scope of services as specifically provided in RFP 19-91, and as negotiated.

Section 4. 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 21<sup>st</sup> day of January, 2020.

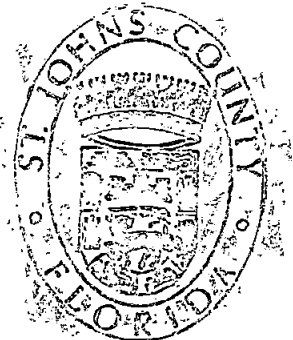
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]  
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk

By: [Signature]  
Deputy Clerk

RENDITION DATE 1/23/20





**CONTRACT AGREEMENT**  
**RFP NO: 19-91; SJC Strategic Plan for Health & Human Services (HHS)**  
**Master Contract #: 18-MAS-PUB-11483**

This Contract Agreement, ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, ("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 **Public Consulting Group, Inc.** ("Consultant"), authorized to do business in the State of Florida, with principal offices located at 148 State Street, 10<sup>th</sup> Floor, Boston, MA 02109; Phone: (617) 426-2026; and Email: [esykes@pcgus.com](mailto:esykes@pcgus.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, as of the Effective Date shown above, and shall remain in effect until 11:59 PM April 30, 2020, and may be extended as necessary to complete the required services, upon satisfactory performance by the Consultant, mutual agreement by both parties, and the availability of funds. While this Agreement may be extended as stated in this Article, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Consultant satisfactorily performed the Services noted in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall include all Bid 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 is to develop a five-year strategic plan for the St. Johns County Health & Human Services (HHS) Department as specified in the Scope of Work attached hereto as "Exhibit B", proposed by the Consultant, approved by the County in accordance with RFP No: 19-91 and as otherwise provided in the Contract Documents.

The plan will review and potentially provide recommendations to revise the department's vision/mission and include recommendations on the goals, objectives and actions steps that will guide the organization and articulate the clear business, financial, and programmatic strategies which the organization will pursue over the next five years.

Services provided by the Consultant shall be under the general direction of St. Johns County Health & Human Services (HHS) Department or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

**ARTICLE 4 – SCHEDULE**

The Consultant shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

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

- A. The County shall compensate the Consultant a total cost not to exceed **Ninety Five Thousand Eight Hundred Ninety Two Dollars (\$95,892.00)** according to the pricing proposal attached hereto as Exhibit "A", which shall include any and all direct and indirect costs. The Consultant may, upon approval from the County, submit reimbursable expenses according to County Policy and Procedures and Florida State Statutes Section 112.061 attached hereto as Exhibit "A". The maximum amount available as compensation to Consultant under this Agreement shall not exceed the amount stated above without the County's express written approval, and amendment, to this Agreement.
- 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 products and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Consultant shall bill the County for services satisfactorily performed, and materials satisfactorily delivered at the end of the month services are completed. 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 Consultants or sub-Consultants 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 Request for Payment 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 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 shall be delivered to:
- St. Johns County Health & Human Services (HHS) Department  
Attn: Raechel Meeks, Finance & Contracts 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) calendar days advance written notice to the Consultant of such termination without cause.
- B. This Agreement may be terminated by the Consultant with cause upon at least fourteen (14) 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 County fail to perform (default) under the terms of this Agreement, then the Consultant shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business 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. 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 seven (7) 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.

- C. 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.
- D. 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, vendor, or material supplier based upon prior unsatisfactory performance.

#### **ARTICLE 12 – E-VERIFY**

The Consultant shall utilize the U.S. Department of Homeland Security's E-verify system to verify employment eligibility of any and all personnel performing any portion of the services required under this Agreement. Additionally, the Consultant shall expressly require any and all sub-Consultants and sub-consultants to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of any and all personnel performing any portion of the services required under this Agreement.

#### **ARTICLE 13 – 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 14 – 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 15 - 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, 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 16 - 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 17 – 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 18 – 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 19 – 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 nor 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 20 – 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 21 – 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 ommissive 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 22 – 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 23 – 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 24 – 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 25 – 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 26 – 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 27 – 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 28 – 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 29 – 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 30 – 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 31 – 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 32 - 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 33 – 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 34 – 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 35 - 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 T. Locklear, Purchasing Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Consultant shall be mailed to:

Public Consulting Group, Inc.  
**Attn: Ezra Sykes, Engagement Manager**  
148 State Street, 10<sup>th</sup> Floor  
Boston, MA 02109

#### **ARTICLE 36 - 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 37 –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 38 – 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 39 – 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 40 – 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.

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

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**RFP NO: 19-91; SJC Strategic Plan for Health & Human Services (HHS)  
Master Contract No: 18-MAS-PUB-11483**

**COUNTY:**

St. Johns County, FL  
Full Legal Name

By: \_\_\_\_\_  
Signature County Representative

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

Purchasing Manager  
Printed Title – County Representative

\_\_\_\_\_  
Date of Execution

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

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**LEGALLY SUFFICIENT**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date of Execution

**CONSULTANT:**

Public Consulting Group, Inc.  
Full Legal Company Name

By: \_\_\_\_\_  
Signature of Consultant Representative

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Execution

**RFP NO: 19-91; SJC Strategic Plan for Health & Human Services (HHS)  
Master Contract No: 18-MAS-PUB-11483**

**EXHIBIT "A"  
PRICING PROPOSAL**

Payment for reimbursable travel expenses will be in accordance with County Policy and Procedures and Florida State Statutes Section 112.061 "Per diem and travel expenses of public officers, employees, and authorized persons". All travel must be authorized and approved by St. Johns County Health & Human Services (HHS) Department or authorized County designee, from whose funds the traveler is paid. The County shall not authorize or approve such a request unless it is accompanied by a signed statement by the traveler stating that such travel is on the official business of the County and also stating the purpose of such travel.

Each Respondent shall submit a total cost not to exceed proposed for all necessary components to fulfill the requirements and project goals of this RFP as proposed in Part III Scope of Services for SJC Strategic Plan for Health & Human Services (HHS).

**TOTAL COST NOT TO EXCEED: Ninety Five Thousand Eight Hundred and Ninety Two Dollars (\$95, 892.00)**

**RFP NO: 19-91; SJC Strategic Plan for Health & Human Services (HHS)**  
**Master Contract No: 18-MAS-PUB-11483**

**EXHIBIT "B"**  
**SCOPE OF SERVICES**

**About St. Johns County Health and Human Services**

St. Johns County Health and Human Services (HHS) provides critical supports and services to the County's most vulnerable residents.

***Department Mission:***

To ensure, safe, healthy and self-sufficient individuals, families and children within our community.

***Department Vision:***

We envision....

A model of Health and Human Services where a strong system of care network actively engages together to ensure an effective safety net.

Where...

Adults will live, work, learn, and participate fully in their communities

Where...

Children and their parents or caregivers will live, learn, and thrive with their families and friends.

The department's 63 employees achieve our mission through planning, contracting, project management, and direct client services in order to assure that all of our programs improve the lives of people in need.

**There are five main divisions within HHS:**

Family Integrity Program (FIP) – provides foster and adoption services through a contract with the Florida Department of Children and Families. FIP's mission is to work in partnership with the State of Florida and the local community to develop, implement and manage a highly effective, strength-based community-based system of care for abused and neglected children and their families. All situations cannot be categorized with hard and fast guidelines. So the Family Integrity Program provides different types of intervention.

Social Services (SS) – assists clients by connecting them with a wide variety of resources to promote, protect, maintain and improve the health status of citizens, reduce social and economic dependency by providing a bridge of interim assistance and other available services to qualified individuals and families who are residents of St. Johns County. St. Johns County Department of Social Services will address those needs by partnering with other service providers to maximize service delivery and insure the most efficient and effective use of resources by eliminating the duplication of services

Housing and Community Development – responsible for the promotion, development, preservation, and administration of affordable housing programs, initiatives and policies in St. Johns County, as well as managing State and Federal Programs, such as SHIP and CDBG Grants. The Housing Program also provides homebuyer education and credit counseling services and ensures compliance with Fair Housing Initiatives. Housing & Community Services also assists with related community development issues such as utilities, roads and zoning.

Veterans Services- assists veterans and their dependents in applying for benefits to which they are entitled under Federal or State Law or Regulations by reason of Active Military Service in the Armed Forces of the United States. This includes, but is not limited to, preparation of formal claims and appeals relating to Compensation, Education, Loan Guaranty for Homes, Special Adapted Housing, Pension, Medical Care, Insurance, Burial Benefits and related matters.

Independent Agency Programs- is directed by the volunteer Health and Human Services Advisory Council. The Council advises the Board of County Commissioners on health, mental health, substance abuse and social matters. The

Council also review funding applications for local independent agencies that provide services to St. Johns County residents and make recommendations to the County Commission.

The department is housed at one main location: 200 San Sebastian View, Suite 2300, St. Augustine, FL 32084. HHS also has staff at two satellite locations: one in Hastings Public Library and one at Flagler Hospital.

### **GENERAL SCOPE OF PROJECT**

HHS is seeking a Strategic Planning Consultant /consulting service firm to lead the department through the process of developing a five year strategic plan. The plan will review and potentially provide recommendations to revise the department's vision/mission and include recommendations on the goals, objectives and actions steps that will guide the organization and articulate the clear business, financial, and programmatic strategies which the organization will pursue over the next five years.

Specific goals will be identified and, ultimately, the successful consultant/firm will develop a final written strategic plan that provides the organization with clear objectives and action steps that lead to achieving the organizational goals. The strategic plan will also include information on effectively monitoring progress and how and when the agency should reassess goals, objectives and action steps to make sure that they are still relevant and meeting identified community needs.

The proposed plan will include and take into consideration input from department leadership, staff, stakeholders and the public, that will create a map for the next stage of the journey.

The plan should include an analysis of the County's change in population and demographics in relation to future service provision to include program efficiencies, appropriate staffing levels for all five Divisions, physical working environment expansion and any potential future satellite locations as well as projected budgetary needs to respond to the changes in population, demographics and service needs.

### **Expectations of Vendor:**

1. Vendor will provide the approach to be used in collecting research, identifying issues, assessing options and determining measures. It is expected that the vendor will identify stakeholders to include in a series of visioning workshops and/or interviews which may include:
  - \* Current Department staff
  - \* State human services agencies (including but not limited to DCF, DOH, DJJ, and GAL Program)
  - \* local non-profit health and human services organizations (including but not limited to Substance Abuse/Mental health providers, homeless providers, aging providers, affordable housing and emergency rehab providers, domestic violence providers etc.)
  - \* local law enforcement agencies and 7<sup>th</sup> Judicial Circuit Court staff
2. Must be familiar with Florida's Community Based Care model for Child Welfare
3. Must be familiar with Affordable Housing issues and solutions
4. Familiarity with Community Development Block Grant (CDBG) Entitlement Program through HUD
5. Familiarity with State Housing Initiative Program (SHIP) Program
6. Familiarity with ESG, TANF and Challenge Grants
7. Familiarity with services available to Service Connected Veterans and their dependents

### **The vendor will be expected to review existing documents including but not limited to:**

- HHS Strategic Plan 2012-2017
- 2017 Community Health Assessment (CHA prepared by DOH and Flagler Hospital)
- FIP Financial Viability Plans and other related financial documents

- DCF Results Oriented Accountability data located on the Center For Child Welfare Advancement
- Local Housing Assistance Plan (LHAP)
- CDBG Consolidated Plan (2016-2021) and any Action Plans; including plan amendments
- Home Matters report
- Data from Shimberg Center
- Analysis of Impediments to Fair Housing 2018 and County Ordinance 1990-65 (consider recommending updating if appropriate)
- United Way ALICE Report
- Continuum of Care Strategic Plan



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

November 1, 2019

**RE:** RFP 19-91, SJC Strategic Plan for Health & Human Services (HHS)

Please be advised that St. Johns County is issuing this notice of its Intent to Award a contract, after successful negotiations, to Public Consulting Group, Inc. as the top ranked firm under **RFP 19-91; SJC Strategic Plan for Health & Human Services (HHS)**. This notice will remain posted to the **St. Johns County Purchasing Department bulletin board** until 1:30 PM, Wednesday, November 6, 2019.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to negotiate with the highest ranked firm, and upon successful negotiations, award and execute a contract.

Please forward all correspondence, requests or inquiries directly to Erin Edwards, MAOL, CPP, Procurement Coordinator, at [eedwards@sjcfl.us](mailto:eedwards@sjcfl.us).

Sincerely,

*St. Johns County*

*Board of County Commissioners*

County Representative Signature

Date: 11/1/19

Jaime T. Locklear, MPA, CPPO, CPPB  
Purchasing Manager  
(904) 209-0158 – Direct  
(904) 209-0159 – Fax  
[jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us)



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

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**I N T E R O F F I C E M E M O R A N D U M**

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**TO:** Shawna Novak, Health & Human Services Director  
**FROM:** Erin Edwards, MAOL, CPP, Procurement Coordinator  
**SUBJECT:** RFP No. 19-91; SJC Strategic Plan for Health & Human Services (HHS)  
**DATE:** October 24, 2019

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

Dept. Approval Shawna A. Novak  
Date 10/31/19  
Budget Amount 175,000  
Account Funding Title Social Services Contractual  
Funding Charge Code 0067-53120  
Award to PCG  
Award Amount \$175,000 - need to negotiate



EVALUATION SUMMARY SHEET

ST. JOHNS COUNTY, FLORIDA

Date: October 24, 2019  
RFP No: 19-91; SJC Strategic Plan for Health & Human Services (HHS)

FIRM	RATER	RATER	RATER	RATER	RATER	TOTAL	Rank	COMMENTS
	Shawna A. Novak	Karin Florio	Tracy Dillon	Stephanie Whaley	Devin Cousins			
MGT of America Consulting, LLC	66.0	94.0	85.0	108.0	97.0	450.0	2	
Public Consulting Group, Inc.	91.4	103.4	98.4	92.4	100.4	485.0	1	

APPROVED: Purchasing Manager

SJC Director Health and Human Services:

*Shawna A. Novak* 11/1/19  
*Shawna A. Novak*

POSTING TIME/DATE FROM ~~9:00 am October 28, 2019, UNTIL 1:00 pm October 29, 2019~~

10am November 1, 2019, until 10am November 6, 2019

NOTE:  
THE RANKING SHOWN ABOVE SHALL BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS EVALUATION SUMMARY SHEET.

ANY RESPONDENT ADVERSELY AFFECTED BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY SOLICITATION, SHALL FILE WITH THE ST. JOHNS COUNTY PURCHASING DEPARTMENT A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE NOTICE OF INTENT TO AWARD. PROTEST PROCEDURES MAY BE OBTAINED FROM THE DESIGNATED POINT OF CONTACT IN THE PURCHASING DEPARTMENT.