City of Jacksonville, Florida

Lenny Curry, Mayor

Housing and Community Development Division
Ed Ball Building
214 North Hogan Street, 7th Floor
Jacksonville, FL 32202
(904) 255-8200
www.coj.net

ONE CITY. ONE JACKSONVILLE

MEMORANDUM

August 01, 2019

TO: Gregory Pease, Chairman
Professional Services Evaluation Committee

08/02/19 14:22:54
Procurement Division

FROM: Bryan Mosier, Director
Neighborhoods Department

Tom Daly, Chief
Housing and Community Development Division

SUBJECT: **P-44-17 2nd Year Option for renewal**
Neighborhoods Strategic Consultant Contract

The Office of Neighborhoods Department respectfully requests to exercise the 2nd year renewal option of the above referenced contract. We would like to extend the period of services from October 01, 2019 to September 30, 2020, in an amount not to exceed $60,000 bringing the new maximum total indebtedness to $220,000.

Accordingly, this is to recommend that the City of Jacksonville exercise the renewal option with **Civitas, LLC** to provide Neighborhoods Strategic Consultant Services, which incorporates the attached Scope of Services identified as Exhibit A and Fee Schedule identified as Exhibit B. All other terms and conditions of the Contract are per the City's standard contract language and as provided in the Request for Proposals.

Attachments: Exhibits A & B

cc: Alex Baker, PSEC Specialist

Nasr, Daniel

From: Erich Chatham <erich.chatham@civitassc.com>
Sent: Wednesday, July 24, 2019 3:47 PM
To: Daly, Thomas
Cc: Nasr, Daniel
Subject: Re: CIVITAS

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good afternoon,

Yes, Civitas is absolutely interested and willing to extend our contract honoring the current fee structure, roles & general responsibilities.

We'll be happy to continue our work with the City of Jacksonville!

Sincerely,

Erich Chatham
Civitas LLC
www.civitassc.com
(843) 573-7825 office
(404) 408-1256 cell

On Jul 24, 2019, at 10:52 AM, Daly, Thomas <TDaly@coj.net> wrote:

> Erich,
> Please respond with a request to extend the Civitas contract.
>
> Thomas J. Daly, II, Esq.
> Chief, Housing & Community Development Division
> City of Jacksonville
> 214 N. Hogan, 7th Floor
> Jacksonville, FL 32202
> Office: 904-255-8204
> Cell: 904-574-1619
> Email: tdaly@coj.net
>
> **Please note that under Florida's very broad public records law, communications to and from City of Jacksonville officials are subject to public disclosure.**
>
> **From:** Nasr, Daniel <DNasr@coj.net>
> **Sent:** Wednesday, July 24, 2019 8:09 AM

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Exhibit A

Scope of Services

Section 4
Description of Services and Deliverables

Scope of Services

Grant Application Assistance
Consultant may assist the Neighborhoods Department (the "Department") in the development of applications for federal, state, and private grant applications, such as, but not limited to, federal Department of Housing and Urban Development's Choice Neighborhood Initiatives ("CNI") Planning and Implementation grants, and any other grants related to the business and objectives of the Department.

Annual Reporting Assistance
Consultant may assist, as needed, in preparing annual financial and programmatic reporting as required for federal and state funding.
Consultant may assist the Department with creation and periodic updating of required annual housing and community planning documents, such as, the City of Jacksonville's Consolidated Plan; Annual Action Plan; Comprehensive Annual Performance and Evaluation Report, and Analysis of Fair Housing Plan, among others.

Contract Compliance Assistance
Consultant may assist, as needed, with contract compliance functions as required for federal and state funding.

Technical Assistance and Data Analysis
Consultant may serve as a technical advisor to the Department by providing assistance in improving Department processes, procedures, and programs, as needed, for the Department to meet its objectives. Consultant may advise on industry best practices, proposed and implemented legal and administrative rule changes, and topics necessary to increase the Department's working knowledge and experience.
Consultant may advise on industry standards, best practices, and potential opportunities related to data collection and analysis, strategic code enforcement, and housing and community development strategies. Consultant may assist the Department in identifying and implementing processes, procedures, and tools needed for the Department to become more data driven in its decision making.
Consultant may assist the Department in planning and implementing the deployment of its and the City's financial resources in a more strategic manner so that the City is able to leverage its available financial resources.
Consultant may assist the Department in creating and implementing innovative finance tools for housing and community development projects.
Consultant may assist in educating Department staff on industry standards, best practices, and potential funding opportunities.
Consultant may assist Department staff in document preparation for, participation in, and presenting at meetings with City Councilmembers, the administration, other government agencies, and public meetings for various programs.

(End of Section 4

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Exhibit B

Contract Fee Schedule

CIVITAS

www.civitassc.com

Required Forms

Form 1 – Price Sheet

NAME OF CONSULTANT Civitas, LLC

Proposal Number P-44-17

SCHEDULE OF PROPOSED PRICES/RATES

1. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

   Principal (Partner or Senior Officer): $ 110 hr.

   Project Manager (Responsible Professional): $ 85 hr.

2. Other Direct Project Costs per Unit (please specify)

   This is dependent on precise deliverable mix that is requested upon award.

   Full details not provided in RFP

3. Estimated percentage of total fee to be performed by sub-contractors 5 %

4. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

10356
Amd 1

FIRST AMENDMENT TO CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
CIVITAS, LLC
FOR
NEIGHBORHOODS STRATEGIC CONSULTANT SERVICES

THIS FIRST AMENDMENT to Contract for neighborhoods strategic consultant services (the "Services") is made and entered into this 22 day of Oct, 2018 (the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (the "City"), and CIVITAS, LLC, a foreign limited liability company with its principal offices at 1150 Wexford Park, Mount Pleasant, South Carolina 29466 (the "Contractor").

WHEREAS, on September 29, 2017, City and Contractor made and entered into City of Jacksonville Contract No. 10356 (the "Contract") for the Services; and

WHEREAS, said Contract has not been amended previously; and

WHEREAS, said Contract should be amended by increasing the maximum indebtedness by $60,000.00 to a new total maximum indebtedness not to exceed $160,000.00, by exercising the first of three (3) one-year renewal options so as to extend the period of service from October 2, 2018, through October 1, 2019, with two (2) renewal options remaining, and by adding new provisions with respect to public records required by Section 119.0701, Florida Statutes, with all other provisions, terms, and conditions remaining unchanged; now therefore

IN CONSIDERATION of the premises and the mutual covenants contained below and for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Section 3 of said Contract is amended by increasing the maximum indebtedness by $60,000.00 to a new total maximum indebtedness not to exceed $160,000.00, and as amended shall read as follows:

"3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, City's maximum indebtedness for the Services under this Contract for the initial

period of service shall be a fixed monetary amount not-to-exceed ONE HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS ($160,000.00)."

3. Section 4 of said Contract is amended by exercising the first of three (3) one-year renewal options so as to extend the period of service from October 2, 2018, through October 1, 2019, with two (2) renewal options remaining, and as amended shall read as follows:

"4. **Term.** The period of service of this Contract shall commence on the Effective Date and continue through October 2, 2019, with two (2) additional one-year renewal options, subject to early termination as set forth in the Contract Documents."

4. Said Contract is amended by adding a new Section 11 to add and incorporate new provisions with respect to public records required by Section 119.0701, Florida Statutes, and as amended shall read as follows:

"11. **Public Records.** In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

(i) Keep and maintain public records required by City to perform the services; and

(ii) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and

(iv) Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the Services. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for

retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

SAVE AND EXCEPT as expressly amended by this instrument, the provisions, terms, and conditions of said Contract shall remain unchanged and shall continue in full force and effect.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05

WITNESS:

By _____
Signature

Jimmy Ardis
Type/Print Name

Partner
Title

CIVITAS, LLC

By _____
Signature

Karl Erich Chatham
Type/Print Name

Partner
Title

Encumbrance and funding information for internal City use:

Account.....ERCD1A1-CDBG 03109 PDC001-19

Amount.....$60,000.00

TOTAL MAXIMUM INDEBTEDNESS: $160,000.00

This above stated amount is the maximum fixed monetary amount of the foregoing Contract for the term of the Contract.

In accordance with Section 24.103(e) of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement.

Director of Finance
City Contract #10356, 1st Amd

Form Approve:

James R. McCain
Office of General Counsel

gc-#1234664-v1-civitas_10356_amd_#1_neighborhoodconsultant_091118

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY, ONE JACKSONVILLE

September 6, 2018

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

170560

Dear Mayor Curry:

Ref: P-44-17 Neighborhoods Strategic Consultant Services (Amendment No. 1)
Neighborhoods Department

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of amending the above-referenced contract.

The following motion/recommendation was **adopted:**

[redacted] stet

That Contract No. 10356 between the City of Jacksonville and Civitas, ~~LLC~~, for the provision of Neighborhoods Strategic Consultant Services be amended to (i) exercise the first of three (3) one-year renewal options extending the period of service from October 2, 2018 through October 1, 2019, with two (2) renewal options remaining, (ii) increase the maximum indebtedness by $60,000.00 to a new not-to-exceed total maximum of $160,000.00. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Lenny Curry, Mayor

This 7th day of September, 2018

GP: ab

cc Council Auditor
Jeff Close, OGC
Melba Gray, GAD
Subcommittee Members

Sam E. Mousa
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
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ONE CITY. ONE JACKSONVILLE

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AND
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James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05

WITNESS:

By _____
Signature

Jimmy Ardis
Type/Print Name

Partner
Title

CIVITAS, LLC

By _____
Signature

Karl Erich Anthony
Type/Print Name

Partner
Title

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TOTAL MAXIMUM INDEBTEDNESS: $160,000.00

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City Contract #10356, 1st Amd

Form Approve:

Office of General Counsel

gc-#1234664-v1-civitas_10356_amd_#1_neighborhoodconsultant_091118