City of Jacksonville, Florida

Lenny Curry, Mayor

Neighborhoods Department
Ed Ball Building
214 N. Hogan Street, 7th Floor
Jacksonville, FL 32202
(904) 255-7200

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

TO: Greg Pease, Chief
Procurement Division

FROM: Stephanie Burch, Director
Neighborhoods Department

S. Burch

DATE: October 3, 2017

RE: Community Champions Contract Renewal Award

P-38-15

The City of Jacksonville entered into a contract with Community Champions Corporation on October 1, 2015 to develop, implement, and maintain a web based system for the registration and tracking of properties subject to the requirements of Chapter 179, Jacksonville Ordinance Code. This contract expired on September 30, 2017 and allows for up to three (3) additional one (1) year period renewals. We would like to exercise the first of these three renewals; and since the contract has already expired, we would like to ratify the period of service from September 30, 2017 until the date of the award renewal. We missed the deadline to renew due to staffing issues and end of the year/new budget matters which took priority.

The amount of the award is $0.00 (see Exhibit B of attached contract) and the period of service shall be from September 30, 2017 until September 30, 2018.

SERVICES CONTRACT BETWEEN
THE CITY OF JACKSONVILLE AND COMMUNITY CHAMPIONS CORPORATION
(Registry of Vacant/Abandoned Properties in Duval County, Florida)

THIS CONTRACT, made and entered effective as of October 1, 2015 (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 **COMMUNITY CHAMPIONS CORPORATION**, a Florida corporation (the "Consultant").

RECITALS

WHEREAS, the City issued a Request for Proposal No. P-38-15 (the "RFP") for certain services described in the RFP (the "Services"); and

WHEREAS, based on Consultant's response to the RFP dated September 3, 2015, consisting of 39 pages (the "Response"), the City has negotiated and awarded this Contract to Consultant; and

WHEREAS, pursuant to the Professional Services Evaluation Committee ("PSEC") Award letter dated September 24, 2015, and approved on September 28, 2015, for the RFP, the City hereby engages the services of the Consultant as more particularly set forth in Attachment A (the "Services").

NOW THEREFORE, in consideration of the mutual premises and covenants and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation by Reference**. The above stated recitals are true and correct and, by this reference, are made a part hereof and are incorporated herein. Any exhibit or attachment to this Contract that is referenced in this Contract, is, by this reference, made a part of this contract and is incorporated herein.

2. **Performance of Services**. The Consultant agrees to perform the services as specified in the RFP and the Response Sheet, more specifically set forth in **Attachment A**. If a conflict exists between the terms of service specified in the RFP and those set forth in Attachment A, the terms of service in Attachment A will prevail.

3. **Compensation**. The Consultant will be paid by the City for the Services as specified on the price sheets attached as **Attachment B**.

4. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance code*, the City's maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed Zero and No/100 ($0.00).

5 **Term.** The initial term of this Contract shall commence on the Effective Date and shall **expire on September 30 2017**, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to three (3) additional one (1) year periods by (i) the City, it its sole discretion, upon sixty (60) days'

notice prior to end of the then-current term upon terms mutually agreed by the parties.

6. **Contract Documents.** This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- This document, as modified by any subsequent signed amendments
- Any amendments to the RFP
- Specific Information Regarding The RFP (Section 1 of the RFP)
- Description of Services and Deliverables (Section 4 of the RFP)
- General Instructions to Respondents (Section 2 of the RFP)
- General Contract Conditions (Section 3 of the RFP)
- Any Purchase Order under the Contract
- The Response provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

7. **Audit.** The Planning and Development Department, where Housing and Community Development operates, and the City Council Auditors, shall have the right, during normal business hours, to enter the vendor's business property, upon reasonable prior notice, to inspect the operations and facilities of the vendor and to audit, inspect and examine the vendor's books and records and state and federal tax returns, insofar as they relate to compliance with the contractual provisions, this Chapter and any rules adopted by the Planning and Development Department pursuant hereto. This information shall include, but not be limited to, the following: billing rates, billing amounts, accounts receivable and list of accounts. Additionally, the City Council Auditors may communicate directly with customers (mortgagees in this case) for the purpose of confirming compliance with this Section. To the extent authorized by Section 119.165, Florida Statutes, or other applicable law, this information shall remain confidential. Refusal to permit inspection shall be cause for suspension or revocation of the vendor contract. The vendor shall deliver to the Planning and Development Department a true and correct monthly report of gross receipts generated during the previous month for all registrations, fees, and penalties within the City on or before the last day of each month. The vendor shall, on or before 90 days following the close of the City's fiscal year, deliver to the Planning and Development Department a statement of its annual gross receipts generated from accounts within the City reflecting gross receipts within the City for the preceding City fiscal year. The statement shall be audited by an independent certified public accountant licensed to do business in the state, and shall be accompanied by the certified public accountant's opinion of its accuracy without qualifications or reservations. If a conflict exists between the terms of the RFP as to the audit and the provisions of this contract, this contract shall prevail.

Remainder of page left blank intentionally

8. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the City:

City of Jacksonville
Housing and Community Development Division
214 North Hogan Street, 3rd Floor
Jacksonville, Florida 32202
Attn: Chief

With a Copy to:

Office of General Counsel
City of Jacksonville
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary

As to the Consultant:

Community Champions Corporation
6767 North Wickham Road, Suite 500
Melbourne, Florida 32940
Attn: David Mulberry, CEO
(321) 421-6639, (321) 396-7776 (fax)

9. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, the City's Contract Manager is T. Scott McLarty 214 North Hogan Street, 3rd Floor Jacksonville, Florida 32202, and the Consultant's Contract Manager is David Mulberry, 6767 North Wickham Road, Suite 500 Melbourne, Florida 32940. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email

10. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Consultant. No statement representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein, shall be binding. The Consultant may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. The Consultant acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

11. **Amendments**. All changes to, additions to, modifications of or amendment to this Contract, or .any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

12. **Counterparts.** This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

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

IN WITNESS WHEREOF, the parties hereto duly execute this Contract as of the day and year first written above.

COMMUNITY CHAMPIONS CORPORATION,
a Florida corporation

By:_____
David Mulberry as CEO

CONSULTANT INFORMATION

Name: Community Champions Corporation
Contact: David Mulberry
Address: 6767 North Wickman Road, Suite 500
Melbourne, Florida 32940
Telephone: (321) 421-6639 Fax: (321) 396-7776
E-Mail: sblasie@cchampions.com
Federal Tax Identification Number: 26-4760904
Data Universal Numbering System (DUNS Number):
Central Contractor Registration (CCR Number):

[Signature page of the City of Jacksonville to immediately follow this page.]

ATTEST:

By: _____
James R. McCain, Jr.
As Corporation Secretary

CITY OF JACKSONVILLE, a Florida municipal corporation

By: _____
Lenny Curry as Mayor

DATED: 10/29/15

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

In compliance with Section 24.103(e) of the *Ordinance Code* of City of Jacksonville, I do hereby certify that there is or will be an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Contract in accordance with the terms and conditions thereof and that provision has been made for the payment of the monies provided therein to be paid.

_____
As Director of Finance
Contract # 9544-01

FORM APPROVED:

By: _____
Office of General Counsel

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ATTACHMENT A
Scope of Work

SCOPE OF WORK

Community Champions Corporation ("Consultant") will provide qualified expertise and experience in developing, implementing and maintaining a web based system for the registration and tracking of properties falling under the requirements for registration according to the provisions of the City of Jacksonville Code of Ordinances, Chapter 179 Mortgage Foreclosure Registration. Services shall include, but not be limited to the following:

1. The Consultant will develop or acquire and maintain a web-based electronic database of searchable property records and provide all required services necessary to implement the real property registry which allows all mortgage holders the opportunity to go on-line and register vacant properties and fee collection requirements.

2. Identify real properties determined to be "abandoned" within the City of Jacksonville, Florida (the "City") as well as the mortgagee that holds a mortgage on real property and has declared its mortgage to be in default. Additionally, provide tracking of occupancy status for all properties required to be registered.

3. Notify mortgage holder of its requirement to register properties within ten (10) days of the date that the mortgagee declares its mortgage to be in default pursuant to City Ordinance 2015-340-E.

4. Provide the mortgage holder with detailed instructions on how to register the property, identify information required to complete the registry, access to the registry system, select and identify the local property manager, and any other information necessary by the mortgage holder to complete the registration of the property.

5. Train and provide support with the responsible person for the lender/mortgagee to electronically register the information.

6. Provide the City with free access to and training on the web-based electronic registry system and reporting tools.

7. Provide any necessary reporting of registry data to the Buyer as well as provide system access for the City to create and generate reports via the internet.

8. Provide the financial accounting of property registrations and identify those that are in compliance with the ordinance, as well as those that have not or are not meeting their financial obligations.

9. Provide company annual audited financials and other requested materials upon request by the City.

10. Track and report all changes of information in status and, at a minimum, update information on a monthly basis.

ATTACHMENT B

(See Attached)

Exhibit B

Form 1 - Price Sheet

NAME OF CONSULTANT Community Champions

Proposal Number P-38-15

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

   * See below please

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

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

   Project Manager (Responsible Professional): $ Ø hr.

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

   N/A

4. Estimated percentage of total fee to be performed by sub-Consultants Ø %

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

   N/A

New and Renewal Registration Fee - CChampions maintains a straight forward business model with respect to registration fees, charges and costs. Our registration revenue share agreements simply state that CChampions retains $100.00 of each registration processed/collected with the remainder going to the community. CChampions reserves the right to approach the city to renegotiate fees for each renewal year.

Late Registration Fee - Jacksonville's ordinance requires a $50 late fee. When collected this $50 late fee will be entirely remitted by CChampions to the community.

Registration Update Fee - Jacksonville's ordinance requires a $50 update fee. This $50 update fee will be retained by CChampions with no portion being remitted to the community