

9912

CONTRACTOR AGREEMENT

This contract, entered into this 7<sup>th</sup> day of October 2013 by and between The City of Jacksonville (JAX), whose legal address is 117 W. Duval St., Suite 400, and The Democracy Collaborative Foundation, Inc. (hereinafter DCFI), whose legal address is 6930 Carroll Avenue, Suite 501, Takoma Park, MD 20912 and whose EIN number is 20-0387511.

The parties hereby agree as follows:

ARTICLE I: TERM

The term of this contract shall be from October 7, 2013 and May 31, 2014.

ARTICLE II: SCOPE OF WORK

The contractor agrees to perform the services described as follows: Complete the deliverables as set forth in the attached Schedule A. This includes: 1) Conduct three site visits and 25-35 interviews no later than December 31, 2013; 2) Organize site visit of Cleveland, Ohio for Jacksonville delegation no later than March 31, 2014; 3) Conduct two-day Community Wealth Building Roundtable no later than April 30, 2014; 4) Develop and submit white paper with recommendations, including a set of 6 to 10 actionable no later than May 31, 2014.

ARTICLE III: COMPENSATION

JAX agrees to pay Contractor a sum not to exceed \$50,000 for the services set forth in Article II. Payment will be made in thirds on ~~September 30, 2013~~ (at commencement of the contract), February 18, 2014 (at the mid-point of the contract), and June 1, 2014 (at the end of the contract) and will be paid upon submission of invoice. JAX will not be responsible for any expenses or costs incurred by Contractor in carrying out the terms of this agreement unless approved in advance in writing by the Office of the Mayor. Reimbursements will be made upon submission of original receipts.

ARTICLE IV: AGENTS FOR DCFI

DCFI shall not be considered an employee of JAX during the period of this agreement and is responsible for its own state and federal, Social Security, and unemployment taxes, and is not an agent of JAX, and cannot commit JAX to any expenditure of funds or enter into any contractual obligation on behalf of JAX.

ARTICLE V: TERMINATION FOR DEFAULT

If the contractor fails to fulfill its obligations under this contract properly and on time or otherwise violates any provision of the contract, JAX may terminate the contract by written notice to the contractor with no financial liability.

ARTICLE VI: INDEMNIFICATION

Neither JAX nor any of its agents, employees, representatives, or officers shall be liable for any personal injury to, or death of, any employee of Contractor or Contractor's agents, representatives or sub-contractors, however caused, or any damage to or loss of property of Contractor, however caused. JAX is not obligated to provide insurance of any kind.

ARTICLE VII: RIGHTS TO PROPERTY

Rights to intellectual or tangible property developed under this contract shall be a joint publication of JAX and DCFI.

ARTICLE VIII: MODIFICATIONS

This contract shall not be deemed or construed to be modified, amended, extended, rescinded, canceled, or waived in whole or in part except by written amendment of the parties.

ARTICLE IX: ENTIRE AGREEMENT

This contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall inure to the benefit and shall be binding upon the parties, their respective successors and permitted assigns. This contract shall be governed by the laws of the State of Florida. All legal actions must be brought in the courts in the State of Florida or in the U.S. District Court for the District of Florida. *(See Schedule B for Additional Contract Terms.)*

CONTRACTOR (DCFI)

*Ted Howard*  
Signature

Ted Howard  
Typed/printed Name

10/09/13  
Date

202-744-8917  
Telephone

CITY OF JACKSONVILLE (JAX)

*Karen Bowling*  
Signature

Mayor Alvin Brown  
Typed/printed Name

10/8/13  
Date

904-630-1776  
Telephone

**Karen Bowling**  
**Chief Administrative Officer**  
**For: Mayor Alvin Brown**  
**Under Authority of:**  
**Executive Order No. 2013-04**

~~In compliance with the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpanded, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.~~

\_\_\_\_\_  
Director of Finance

ATTEST:

*James R. McCall*  
Corporation Secretary  
City of Jacksonville



**FORM APPROVED**

*Jim Hohn*  
ASSISTANT GENERAL COUNSEL

**Encumbrance and funding information for internal City use:**

**Account..... MAAD011AD – 04804**

**Amount..... \$50,000.00**

**This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued check request(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such check request(s) are issued.**

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; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.



Director of Finance  
City Contract # 9912



Contract Encumbrance Data Sheet follows immediately.

# Schedule A



[www.democracycollaborative.org](http://www.democracycollaborative.org)  
[www.community-wealth.org](http://www.community-wealth.org)

Takoma Business Center  
6930 Carroll Ave | Suite 501  
Takoma Park, MD 20912  
Ph: 202-559-1473  
Fax: 202-786-7938

The Hanna Building  
1422 Euclid Ave | Suite 616E  
Cleveland, OH 44115  
Ph: 216.282.2022  
Toll Free: 866.304.5235  
Fax: 216.785.2068

September 20, 2013

**To:** Martha Arnett, Buyer, City of Jacksonville  
**From:** Ted Howard, Executive Director, and Steve Dubb, Research Director, The Democracy Collaborative at the University of Maryland  
**Subject:** Response to RFP No. P-02-14 AD#2, Supporting Documentation

The below is supplemental background material that aims to outline the approach we intend to undertake in response to the deliverables in the proposal reference above. Following the methodology used in Cleveland, Atlanta, Amarillo, Washington DC, and Pittsburgh, we would envision a process along the following lines:

- a) Building off of existing Jacksonville-focused studies and projects (e.g., LISC's Epic Communities project, the Jacksonville Integrated Planning Project, the IBM "Smarter Cities" Jacksonville Report, Jacksonville 2025), a central goal of the project would be to align local community wealth building and equitable development efforts, identify gaps, and outline opportunities. In particular, our aim is to assist the City of Jacksonville, along with its community, business and philanthropic partners, to develop a targeted strategy designed to fully integrate the lower-income neighborhoods in Northwest Jacksonville into overall City economic development priorities and efforts. Specifically, our objective is to place community residents in the position where they can be active agents and partners working to transform their neighborhoods through the development of community-based and -owned enterprises and institutions, along with supporting asset building mechanisms. *While the project will necessarily involve research to illuminate the Jacksonville context, we wish to emphasize that this is not yet one more study of the City and its challenges and opportunities.*
- b) To this end, we intend to conduct a series of face-to-face meetings with various local leaders and key stakeholders to brief them about the community wealth building approach and to solicit their thoughts about how best to apply these strategies in a way that adds value to their own efforts. We would envision three pre-Roundtable site visits to Jacksonville to conduct a total of 25 to 35 meetings. We would hope to meet with a wide range of local actors (e.g., anchor institution leaders, nonprofit executive directors, commercial bank and business officials, representatives of City agencies

and offices, local philanthropy, neighborhood leaders, etc.). We anticipate that many of those involved to participate in the Roundtable will be drawn from various stakeholders we meet through this interview process.

- c) In advance of the Roundtable, we would also help organize a site visit to Cleveland, Ohio by a Jacksonville delegation of 8-10 individuals, as has been suggested by Sherry Magill of the Jessie Ball DuPont Foundation. Logistically, we think the best way to handle this is for the delegation to pay their own travel (hotel, airplane) expenses directly, with The Democracy Collaborative covering local expenses while the group is in Cleveland. It is, theoretically possible to arrive in Cleveland before 11 a.m. and board a return flight to Jacksonville at 6 p.m.; however, an overnight stay is recommended.
- d) Following these meetings, and drawing upon our initial research, we would organize a two-day Roundtable involving approximately 40 local leaders (along with selected community wealth leaders from around the country who are engaged in innovative work that might be adapted to the Jacksonville context). The precise number of attendees could be greater if desired, but to encourage discussion and interaction, we do not recommend expanding the group much beyond 50 participants. The goals of the Roundtable are to explore ways in which wealth building strategies might be implemented or expanded through a local effort, and simultaneously help break down the barriers that separate practitioners, anchors, business and political leaders. In terms of structure, we envision something along the following lines: 1) a welcome address from Mayor Brown; 2) a presentation and discussion of the concept of community wealth building and how it contrasts with other economic development strategies; 3) a presentation of the findings from our interviews and initial policy recommendations; 4) a panel of national community wealth building leaders, including, but not limited to, Cleveland; 5) a panel of local wealth building leaders in Jacksonville and environs; 6) moderated break-out sessions; 7) report-backs from the breakouts; and 8) a closing panel and reception.
- e) Following the conference, and in cooperation with local leaders, we would issue a white paper articulating a recommended strategic approach and identify potential financing sources and national expertise that might assist Jacksonville to implement the developed strategy. The white paper will be supported by a PowerPoint presentation. We would also make ourselves available to present our findings to the City Council or other appropriate audiences as desired by Mayor Brown.
- f) Additionally, as a supplement to the white paper, we will develop a set of 6 to 10 actionable policy recommendations designed to meet the needs of the City of Jacksonville. By "actionable" we mean practical, low-cost measures that can be implemented within a reasonably short period of time and that would create a more welcoming environment for wealth building activities within the City. (By way of example, see Schedule D: "An Illinois Community Wealth Building Action Agenda" which we developed at the request of the Governor's Task Force on Social Innovation, Entrepreneurship and Enterprise.")

A list of the project deliverables and a proposed payment schedule is included in Schedule A.

The budget covers The Democracy Collaborative's expenses associated with accomplishing the items outlined above, as specified in Schedule A. In addition, we would anticipate that the Mayor's Office or local philanthropy would cover site-specific costs (e.g., managing the invitation and RSVP process through the Mayor's office; renting or contributing meeting space for the Roundtable; catering and reception costs; travel expenses of Jacksonville delegation to Cleveland).

A standard payment schedule would be to have one-third payable up front, one-third payable at the mid-point of the contract, and one third upon completion of the agreed deliverables. That said, we are willing to negotiate any reasonable payment schedule that would best fit the resources and timetable that work for the City of Jacksonville.

We hope this proposal meets with your support and look forward to commencing our work in Jacksonville.

Sincerely,

Ted Howard  
Executive Director

## **Schedule A (cont.)**

### **Jacksonville Community Wealth Building Roundtable**

#### **Project Deliverables and Payment Schedule**

Project Phase 1: October 1 – December 31, 2013

Cost: \$16,666

Payment Due: September 30, 2013

##### **Deliverables:**

1) Review existing Jacksonville studies (e.g., LISC's Epic Communities project, the Jacksonville Integrated Planning Project, the IBM "Smarter Cities" Jacksonville Report, Jacksonville 2025).

2) Based on review, develop listing of existing community development efforts in Jacksonville, along with a list of priority interview subjects.

3) Conduct three site visits of an average of two days each and conduct 25-35 meetings/interviews during said visits. Selection of interviewees will be based on list developed above by The Democracy Collaborative, as well as through consultation with representatives of the Mayor's office and other stakeholders in Jacksonville (including, in particular, local philanthropy). Among targeted groups will be: anchor institution leaders, nonprofit executive directors, commercial bank and business officials, representatives of City agencies and offices, local philanthropy, and neighborhood leaders.

4) Produce report by December 20, 2013 that summarizes initial findings and provides clear recommendations of next steps.

Project Phase 2: January 1, 2014 – March 31, 2014

Cost: \$16,666

Payment Due: February 18, 2014 (project mid-point)

##### **Deliverables:**

5) Develop, in consultation with Mayor's Office, agenda and invitation list for March 2014 Community Wealth Building Roundtable. 6) Identify and secure expert speakers for Community Wealth Building Roundtable, based on needs identified in deliverable 4 above.

7) Secure meeting location and mail out invitations. Follow up invitations with phone calls and e-mails as necessary.

8) Arrange logistics for conference.

9) Organize site visit to Cleveland, Ohio in first quarter (Q1) 2014 of a Jacksonville delegation of 8-10 individuals to conduct a site visit of the city's Greater University Circle Initiative. Likely highlights of visit will include meetings with the Cleveland Foundation, the Neighborhood

Connections community engagement program, the NewBridge Cleveland Center for Arts and Technology, Evergreen Cooperatives, anchor institution executives, and the City of Cleveland's Economic Development Department.

Project Phase 3: April 1 – May 31, 2014

Cost: \$16,668 Payment Due: June 1, 2014 (project endpoint)

Deliverables:

10) Conduct two-day Community Wealth Building Roundtable in April involving approximately 40-50 local stakeholders (along with selected community wealth leaders from around the country who are engaged in innovative work that might be adapted to the Jacksonville context).

11) Agenda will be in accord with deliverable 5 above, but may include the following: 1) a welcome address from Mayor Brown; 2) a presentation and discussion of the community wealth building approach to economic development; 3) a presentation of preliminary findings from Project Phase 1; 4) a panel of national community wealth building leaders, including, but not limited to, Cleveland; 5) a panel of local wealth building leaders in Jacksonville and environs; 6) moderated break-out sessions; 7) report-backs from the breakouts; and 8) a closing panel and reception.

12) Following the conference, and in consultation with local stakeholders, we will issue a white paper articulating recommendations and identifying potential financing sources and expertise that might assist Jacksonville to implement the developed wealth building strategy.

13) The white paper will be supported by a PowerPoint presentation for use in public forums.

14) As an attachment to the white paper, we will include a set of 6 to 10 actionable policy recommendations. By "actionable" we mean practical, low-cost measures that can be implemented within a reasonably short period of time and that would create a more welcoming environment for wealth building activities within the City of Jacksonville.

15) We would also make ourselves available to present our findings to the City Council or other appropriate audiences as desired by Mayor Brown.



## SCHEDULE B

### ADDITIONAL CONTRACT TERMS TO CONTRACTOR AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND THE DEMOCRACY COLLABORATIVE FOUNDATION, INC.

1. **Termination for Convenience.** The CITY may terminate this Contract for convenience at any time, in which case the CITY's liability to DCFI shall not exceed the amount of Compensation due under Article III of the Contract as of the date of termination. As an example, the City may terminate this Contract as of February 17, 2014, and be liable only for the \$16,666.66 payment that was due at commencement of this Contract.
2. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the CITY's maximum indebtedness, for all products and services under the Contract ("Services") shall be a fixed monetary amount not-to-exceed **Fifty Thousand Dollars** (\$50,000). The parties acknowledge that (i) all of DCFI's costs and expenses for completing the deliverables in Schedule A have been included in the above amount, (ii) JAX will provide the facilities for all meeting locations in Jacksonville at no charge to DCFI, and (iii) each party will be responsible for their own expenses for the site visit to Cleveland, Ohio.
3. **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, CITY'S Contract Manager is **MICHELLE BARTH**, and the DCFI'S Contract Manager is **TED HOWARD**. DCFI may not change its Contract Manager without the written consent of JAX.
4. **Ownership of Works.** As clarification to Article 7 of the Contract, each party may use or publish any report, white paper, or other deliverable furnished to JAX by DCFI hereunder (a "Deliverable"), with or without the consent of the other party. JAX shall be considered the sole owner of such Deliverables, except for such portions previously developed by DCFI for other customers. If a Deliverable contains any third party intellectual property, DCFI shall secure for JAX an irrevocable, perpetual, royalty free and fully paid-up right to use such intellectual property. DCFI shall secure such right at its expense prior to incorporating any third party intellectual property into any Deliverable.
5. **Retention of Records / Audits.** DCFI must maintain all books, records and other documents pertaining to the Contract (collectively, the "Records"), in whatever form or format (including electronic storage media) is reasonable, safe and sufficient. DCFI must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. DCFI must comply with and cooperate in any audits or reports requested by JAX, and must ensure that all related party transactions are disclosed to the auditor.
6. **Force Majeure.** Neither party shall be responsible for delays in performance if the delay was beyond that party's control. Such delays will entitle the parties to a reasonable extension of time to perform but shall not result in any adjustment in the Contract price or any payment for direct, indirect, consequential, incidental or other costs, expenses or damages.
7. **Restrictions on the Use or Disclosure of JAX's Information.** DCFI shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by DCFI or its employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of JAX. DCFI shall not be required to keep confidential any information that has already been made publicly available through no fault of DCFI or that DCFI developed independently without relying on JAX's information.

8. **Protection of DCFI's Trade Secrets and Other Confidential Information.** All documents received by JAX in connection with this Agreement are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that DCFI claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by DCFI on all copies furnished to JAX. JAX agrees to notify DCFI of any third-party request to view such information, but it is DCFI's obligation to obtain a court order enjoining disclosure. If DCFI fails to obtain a court order enjoining disclosure within five (5) business days of DCFI's receiving notice of the request, JAX may release the requested information. Such release shall be deemed for purposes of the Contract to be made with DCFI's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

9. **Non-Discrimination Provisions.** As required by Section 126.404, Jacksonville Ordinance Code, DCFI represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of the Contract. DCFI agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however*, that DCFI shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. DCFI agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subDCFI, the provisions of this Section shall be incorporated into and become a part of the subcontract.

10. **Prompt Payment to Subcontractors and Suppliers.** Because DCFI will not use any subcontractors in performing the Services, the prompt payment to subcontractors provision in Chapter 126, Part 6, Jacksonville Ordinance Code shall not apply:

11. **Conflicts of Interest.** DCFI acknowledges that Section 126.112 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or DCFI.

12. **Contingent Fees Prohibited.** DCFI warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for DCFI, to solicit or secure the Contract 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 DCFI, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, JAX shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

13. **Compliance with Applicable Laws.** The parties must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including but not limited to Chapter 119, Florida Statutes (the Florida Public Records Law).

14. **Venue/Waiver of Jury Trial.** Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.