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.

08/27/18 14:16:30
Procurement Division

MEMORANDUM

TO: Chief Greg Pease, Chairman
Professional Services Evaluation Committee

THRU: Director Stephanie Burch, Neighborhoods Department

THRU: Operations Director Julie Adamson, Neighborhoods Department

FROM: Finance Manager Greg Nethers, Neighborhoods Department

DATE: August 27, 2018

RE: Contract Renewal City Contract No. 10356 P-44-17 AMD #1

The Neighborhoods Department respectfully requests a first amendment to City Contract No. 10356, exercising the first of three contract renewals. The requested contract amendment would renew the referenced contract through to September 30, 2019. The contract was awarded under the Professional Service Evaluation Committee award P-44-17.

With this amendment, the maximum indebtedness will increase from $100,000.00 to $160,000.00. The additional $60,000.00 will be paid from index code ERCD1A1- CDBG Special Revenue Fund, subobject 03109 - Professional Services, Grant/Detail PDC001-19 - Community Development Block Grant - FY2019.

The additional funds will be made available on October 1, 2018. The budget for these funds was passed on June 26, 2018.

Attachments:
Civitas Memo Requesting Renewal, dated 08/16/2018
Professional Service Evaluation Committee Award P-44-17
City Contract No. 10356

CIVITAS

www.civitassc.com

To: Stephanie Burch, Esq.
Director, Neighborhoods Department
City of Jacksonville
214 N. Hogan St. 7th Floor
Jacksonville, FL 32202

From: Civitas LLC
1150 Wexford Park
Mount Pleasant, SC 29466

Date: August 16th, 2018

Re: Civitas LLC contract renwal

Mrs. Burch,

It has been a pleasure working with you and your staff this past year. The Civitas crew has enjoyed the interaction and the work we have shared with your team. We gladly and unequivacly would like to renew our contract for another year. We look forward to continuing our successful working relationship as you deliver effective community services and affordable housing to the citizens of Jacksonville in a manner that is fair and equitable to all.

As always, please let me know if there is anything at all we can do to assist you, your staff and the City of Jacksonville.

Sincerely,

Erich Chatham
Civitas LLC
(843) 573-7825
www.civitassc.com

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 28, 2017

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

Dear Mayor Curry:

Ref: P-44-17 Neighborhoods Strategic Consultant Services
Neighborhoods Department/Housing Community Development Division

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of concluding fee and contract negotiations with the number one ranked company for the above-captioned project.

The following motion/recommendation was adopted:

That the City of Jacksonville enters into a contract with Civitas, LLC for Neighborhoods Strategic Consultant Services to: (i) incorporate the attached Scope of Services identified as Exhibit 'A'; and Contract Fee Summary identified as Exhibit 'B'; (ii) provide a period of service from date of execution of the contract through October 1, 2018, with three (3) one-year renewal options available; and (iii) provide a not-to-exceed maximum indebtedness of $100,000.00 for the services. All other terms and conditions are per the RFP and the City's standard contract language.

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 29th day of Sept, 2017

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

ENTERED

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

September 26, 2017

TO: Gregory Pease, Chairman
Professional Services Evaluation Committee

FROM: Stephanie Burch, Director
Neighborhoods Department

Diana Seydlorsky, Chief
Housing and Community Development Division

SUBJECT: **Neighborhoods Strategic Consultant Contract**

P-44-17

The Office of Neighborhoods Department has negotiated with the number one ranked consultant that submitted a proposal and was selected to provide **Neighborhoods Strategic Consulting** resulting in the attached Scope of Services, Exhibit A and Contract Fee Schedule, Exhibit B.

Accordingly, this is to recommend that the City of Jacksonville enter into a contract with **Civitas, LLC** to provide the Neighborhoods Strategic Consultant Services, which incorporates the attached Scope of Services identified as Exhibit A and Fee Schedule identified as Exhibit B. The initial contract period will be for one year from date of execution of contract thru October 2, 2018, with three (3) one-year renewals at terms mutually agreeable. The maximum indebtedness is a not-to-exceed amount of $100,000.00 for the first year. 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

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.
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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

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

TASK	TIME	RATE	COST
Amend CON Plan	250	$ 110.00	$ 27,500.00
Write CAPER	35	$ 110.00	$ 3,850.00
Write Desk Manual	150	$ 110.00	$ 16,500.00
Ongoing, monthly advice	250	$ 110.00	$ 27,500.00
Staff training sessions	270	$ 110.00	$ 29,700.00
		TOTAL	**$ 105,050.00**

ATTACHMENT 'C'

FOR AWARD PURPOSES ONLY - AS TASK AND TIME MAY CHANGE.

10356

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

THIS CONTRACT for neighborhoods strategic consultant services is made and entered into this 29 day of Sept, 2017 (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, City issued Request for Proposal No. P-44-17 (the "RFP") for certain neighborhoods strategic consultant services described in the RFP (the "Services"); and

WHEREAS, based on Contractor's response to the RFP dated August 18, 2017, consisting of 41 pages (the "Response"), City has negotiated and awarded this Contract to Contractor; 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. **Performance of Services.** Contractor shall perform the Services as described in and according to (i) the RFP and the Response, each of which is incorporated into and made a part of this Contract, and (ii) the Scope of Services, attached hereto as **Exhibit A** and incorporated herein by this reference.

2. **Compensation.** Contractor shall be paid for the Services the fees detailed in the Contract Fee Summary, attached hereto as **Exhibit B** and incorporated herein by this reference.

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 THOUSAND AND 00/100 DOLLARS ($100,000.00).

4. **Term.** The period of service of this Contract shall commence on the Effective Date and continue through October 2, 2018, with three (3) additional one-year renewal options, subject to early termination as set forth in the Contract Documents.

5. **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:

(i) This document, as modified by any subsequent signed amendments.

(ii) Any amendments to the RFP.

(iii) Specific information regarding the RFP (Section 1 of the RFP).

(iv) Description of Services and Deliverables (Section 4 of the RFP).

(v) General Instructions to Respondents (Section 2 of the RFP).

(vi) General Contract Conditions (Section 3 of the RFP).

(vii) Any Purchase Order under the Contract.

(viii) The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

6. **Notice.** 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 City:

Director, Neighborhoods Department
214 North Hogan Street, 7th Floor
Jacksonville, Florida 32202

As to Contractor:

Civitas, LLC
1150 Wexford Park
Mount Pleaant, South Carolina 29466

7. **Contract Managers.** Each party shall 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 this Contract. As of the Effective Date, City's Contract Manager is Stephanie Burch (Phone: 904.255.8902; stephanieb@coj.net), and Contractor's Contract Manager is Erich Chatham (Phone: 843.573.7825; erich.chatham@yahoo.com). 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 by email.

8. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Contractor. 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. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

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

10. **Counterparts.** This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all 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 have executed this Contract as of the day and year first above written.

ATTEST:

By _____
JOHN SAWYER
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

Managing Partner
Title

CIVITAS, LLC

By _____
Signature

Karl Erich Chatham
Type/Print Name

Managing Partner
Title

Encumbrance and funding information for internal City use:

Account.....

Amount.....$100,000.00

This above stated amount is the maximum fixed monetary amount of the foregoing Contract for the first year 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

Form Approve:

James R. McCain
Office of General Counsel

gc-#1158321-v1-civitas_llc_neighborhoodsconsultant_rfp_092517.docx

ONE CITY ONE JACKSONVILLE

City of Jacksonville, Florida

Lenny Curry, Mayor

Housing and Community Development Division
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Exhibit A

Scope of Services

Section 4
Description of Services and Deliverables

Scope of Services

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(End of Section 4

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Lenny Curry, Mayor

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Exhibit B

Contract Fee Schedule

CIVITAS

www.civitassc.com

Required Forms

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Proposal Number P-44-17

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City of Jacksonville, Florida

Lenny Curry, Mayor

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September 28, 2017

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City of Jacksonville
4th Floor, St. James Building
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Neighborhoods Department/Housing Community Development Division

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

Respectfully submitted,

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

APPROVED:

Lenny Curry, Mayor

This 29th day of Sept., 2017

GP:ob

cc: Council Auditor
Jeff Clowe OGC
Myeko Gray, GAD
Succeyn'ne Niemann

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