

PUBLIC NOTICE  
AGENDA  
PROFESSIONAL SERVICES EVALUATION COMMITTEE MEETING  
Thursday, March 4, 2021, 10:00 a.m.  
Eighth Floor, Conference Room 851  
Ed Ball Building, 214 N. Hogan Street  
Jacksonville, FL 32202

**HYBRID MEETING**

Join Zoom Meeting

<https://us02.web.zoom.us/j/86268415008?pwd=UHlBakl6KzRuemYrdHRW5GJ3bkdjZz09>

Meeting ID: 862 6841 5008

Passcode: 657328

Committee Members: Gregory Pease, Chairman  
Randall Barnes, Treasury  
David Migut, OGC

Subcommittee Members	ITEM #	TITLE & ACTION	MOTION	CONTRA EXP	OUTCOME
Stephanie Burch Dawn Lockhart	SS-9649-21	Single Source Award (Connection) Florida Housing Coalition Office of the Mayor	That the single source agreement between the City of Jacksonville and the Florida Housing Coalition for the provision of Community Land Trust Implementation Consulting Services be corrected to: (i) reflect the correct recommending venue of the Professional Services Evaluation Committee (PSEC) through February 6, 2023; and (iii) provide \$170,000.00 total maximum indebtedness for the services. All other terms and conditions are per the city's standard contract language.		
Wanda Verdejo Tracy Flynn	P-43-18	Contract Amendment No. 9 Casualty Insurance Broker Services Finance and Administration Department/Division of Insurance and Risk Management	That Contract No. 9269-08 between the City of Jacksonville and Brown & Brown of Florida, Inc., for Contract Casualty Insurance Broker Services, for the placement, binding, and ratification of the purchase of various casualty insurance policies for the City of Jacksonville be amended to increase the maximum indebtedness by \$3,751.00 to a new not-to-exceed total maximum of \$6,745,090.00. 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.		
William Joyce Steven Long	P-20-20	Subcommittee Report Professional Engineering Services for Broward Road from Interstate Center Drive to 1,250 Feet North Department of Public Works/Engineering & Construction Management Division	It is the consensus of the committee that of the twelve (12) proposals received responding to the Request for Proposal (RFP) one (1) was non-responsive and (11) were responsive, interested, qualified and available to provide the required services. The ranking of first, second and third, designates the order of qualification of these companies to perform the required services and alphabetically they are: 2) Alfred Benesch and Company 1) Construction and Engineering Services Consultants, Inc. 3) The R-A-M Professional Group, Inc. We recommend the above list is forwarded to the Mayor for final selection so that fee and contract negotiations may begin with Construction and Engineering Services Consultants, Inc., the number one ranked company.		

<p>Christopher LeDew Lee Durban</p>	<p>P-47-20</p>	<p><b>Introduce &amp; Review Scope Traffic Engineering Services</b> Department of Public Works/Traffic Engineering Division</p>	<p>That the Committee approve the Scope of Services/Request for Proposal (RFP) as presented with such minor changes thereto as may be approved by the Chief Procurement Officer and the Office of General approved by the Chief Procurement Officer and the Office of General Counsel appropriate to clarify the intent of the using agency and to ensure compliance with the City's Procurement ordinances , policies, procedures and applicable federal and state laws.</p>		
<p>Keith Powers April Mitchell</p>	<p>P-49-20</p>	<p><b>Fee &amp; Contract Negotiations Disaster Recovery Consulting Services for COVID-19 &amp; Other Public Health Emergencies</b> Jacksonville Fire &amp; Rescue Department</p>	<p>That the City of Jacksonville enter into a contract with Wheeler Emergency Management Consultant to provide Disaster Recovery Consulting Services for COVID-19 &amp; Other Public Health Emergencies by incorporating the attached Scope of Services identified as Exhibit A and Contract Fee Schedule identified as Exhibit B; the maximum indebtedness is \$700,000.00 for the initial term of the agreement; the initial period of service will commence upon execution of the contract and continue for one year with an option to renew for three (3) additional one-year renewal options available at terms mutually agreeable. All other terms and conditions are per the RFP and the City's standard contract language.</p>		
<p><b>MEETING ADJOURNED</b></p>					

cc: Council Auditor  
Subcommittee





ONE CITY. ONE JACKSONVILLE.

## City of Jacksonville, Florida

*Lenny Curry, Mayor*

City Hall at St. James  
117 W. Duval St. Suite 400  
Jacksonville, FL 32202  
(904) 630-CITY  
[www.coj.net](http://www.coj.net)

February 25, 2021

**TO:** Gregory Pease, Chief, Procurement Division  
Finance & Administration Department

**FROM:** Stephanie Burch, Deputy Chief Administrative Officer  
Mayor's Office

**SUBJECT:** Request for correction to SS-9649-21 – Florida Housing Coalition

The Mayor's Office is requesting a correction to Single Source Award – SS-9649-21 issued to the Florida Housing Coalition. We are asking for a correction to the period of service time to reflect the correct time as stated in the attached executed contract. To clarify, the period of service is from the date of the executed contract and shall end 24 months thereafter, which is February 7, 2023.

The original Single Source Award was approved by the General Government Awards Committee (GGAC) and after a discussion with you today, we agreed this award should be approved by the Professional Services Evaluation Committee (PSEC), therefore we are requesting to be placed on the next PSEC committee meeting.

70732-21

**CONTRACT  
BETWEEN  
CITY OF JACKSONVILLE  
AND  
FLORIDA HOUSING COALITION, INC.  
FOR  
COMMUNITY LAND TRUST IMPLEMENTATION  
CONSULTING SERVICES**

THIS CONTRACT (this "Contract") is made and entered into as of this 8 day of Feb., 2021 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "City"), and **FLORIDA HOUSING COALITION, INC.**, a Florida not-for-profit corporation with its principal offices located at 1311 N. Paul Russell Road, B201, Tallahassee, Florida 32301 (the "Contractor").

**RECITALS**

WHEREAS, the City desires to engage Contractor to provide consulting services related to the implementation of a surplus lands program that transfers real properties to a community land trust to the greatest extent possible for stewardship and eventual disposition for affordable housing or related community enhancements as described in Contractor's Proposal to the City attached to this Contract as Exhibit A (the "Services"); and

WHEREAS, Contractor has agreed to provide the Services in accordance with the terms and conditions provided in this Contract; and

WHEREAS, the City's General Government Awards Committee and Mayor approved procurement of the Services from Contractor pursuant to a Single Source Award (SS-9649-21) dated December 18, 2020; and

WHEREAS, pursuant to Single Source Award SS-9649-21, the City has determined Contractor is the only one justifiable source available to provide the Services to the City.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

1. Recitals and Exhibits. The above stated recitals are true and correct and are hereby incorporated in this Contract by this reference. Any exhibit or attachment to this Contract that is referenced in this Contract is, by this reference, made a part of this Contract and incorporated herein.

2. **Performance of Services.** Contractor shall perform the Services in accordance with the terms and conditions of this Contract; including, but not limited to, the Contractor's Proposal attached to this Contract as **Exhibit A**, the General Terms and Conditions attached to this Contract as **Exhibit B**, and the Indemnification and Insurance Requirements attached hereto as **Exhibit C** and **Exhibit D**, respectively.

3. **Term.** This Contract shall commence on the Effective Date and shall end twenty-four (24) months thereafter on Feb. 7, 2023 (the "Term"), unless sooner terminated in accordance with the terms of this Contract.

4. **Maximum Indebtedness.** The City's maximum indebtedness under this Contract shall be a fixed monetary amount not-to-exceed **ONE HUNDRED SEVENTY THOUSAND AND 00/100 DOLLARS (\$170,000.00)**. All of the City's obligations under this Contract are contingent upon the availability of lawfully appropriated funds for the Services and this Contract. Contractor shall expend the City's funds solely and exclusively to provide the Services.

5. **Compensation.** The City will pay Contractor for the Services in two equal installments of \$85,000.00 upon the receipt and Acceptance by the City of the reports and other deliverables for Phase 2 and Phase 3, respectively, as shown in the Budget included in **Exhibit A** and receipt of a proper invoice therefor as provided in accordance with Section B.16 of this Contract. Acceptance by the City shall occur only when all of the Services and deliverables for a Phase have been completed to the City's satisfaction and the City shall have provided written notice thereof to Contractor. Notwithstanding anything to the contrary in the Budget contained in **Exhibit A**, the City shall not be responsible for paying Contractor for any "additional services" under this Contract.

6. **Notices.** All notices under this Contract 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  
117 W. Duval Street, Suite 400  
Jacksonville, Florida 32202  
Attn: Stephanie Burch, Deputy Chief Administrative Officer

With a copy to:

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

As to Contractor:

Florida Housing Coalition, Inc.  
1311 N. Paul Russell Road, B201  
Tallahassee, Florida 32301  
Attn: Jaimie Ross, President & CEO

7. Contract Managers. Each party hereby designates a Contract Manager whose responsibility during the term of this Contract shall be to oversee that 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 Stephanie Burch (telephone: (904) 255-5034; email: [stephanieb@coj.net](mailto:stephanieb@coj.net)) and Contractor's Contract Manager is Ashon Nesbitt, (telephone: 813-476-4170; email: [nesbitt@flhousing.org](mailto:nesbitt@flhousing.org)). 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.

8. Entire Agreement. This Contract constitutes the entire agreement between the parties 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 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. 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 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.

10. Counterparts. This Contract and all amendments hereto 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. The parties further agree that electronic transmission of all signatures shall constitute and be evidence of an executed Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

WITNESS:

FLORIDA HOUSING COALITION, INC.

By: [Signature]

By: [Signature]

Print Name: Mark A. Hendrickson

Print Name: Jaimie A Ross

Title: Board Member

Title: CEO & President

ATTEST:



CITY OF JACKSONVILLE

By: [Signature]  
James R. McCain, Jr.  
Corporation Secretary

By: [Signature]  
Lenny Curry Mayor

Brian Hughes  
Chief Administrative Officer  
For: Mayor Lenny Curry  
Under Authority of:  
Executive Order No: 2019-02

Encumbrance and funding information for internal City use:

Amount.....\$170,000.00

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 Contract; 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.

[Signature]

Director of Finance  
City Contract # 10732-21  
Purchase Order # PO-1015479-21

Form Approved:

By: [Signature]  
Office of General Counsel



**Exhibit A**  
**Contractor's Proposal**  
immediately following



*Delivering Results for  
Housing that's Affordable*

**Florida Housing Coalition**

1311 N. Paul Russell Road, B-201

Tallahassee, FL 32301

**Phone** | 850.878.4219

**Website** | [FLhousing.org](http://FLhousing.org)

**TO:** | **City of Jacksonville**  
Bryan Mosier  
Director Neighborhoods Department  
[BMosier@coj.net](mailto:BMosier@coj.net)

**FROM:** | **Florida Housing Coalition**  
Jaimie Ross  
President & CEO  
Mobile : 850.212.0587  
[ross@flhousing.org](mailto:ross@flhousing.org)

**RE:** | **City of Jacksonville Surplus Lands and Community Land Trust**

**DATE:** | **March 5, 2020**



## **Project Description**

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The project is the implementation of a surplus lands program that transfers real properties to a community land trust to the greatest extent possible for stewardship and eventual disposition for affordable housing or related community enhancements.

The Coalition's approach is twofold: the first step is the evaluation of the City of Jacksonville's portfolio of abandoned, condemned, tax-delinquent, and foreclosed properties to determine the best pathway for the properties to enhance the community and provide housing that is affordable. The second step is the implementation of the community land trust program for development of permanently affordable properties.

## **Background**

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The City of Jacksonville has a large inventory of City-owned real properties that have been acquired mostly through a judicial foreclosure process following property tax default or foreclosure of nuisance liens. The City wants to turn these properties, which have had a deleterious effect on neighborhoods, into neighborhood assets. The presence of these blighted properties is an obstacle to the stabilization and revitalization of the neighborhoods. The properties are a maintenance burden, generate no property tax revenue, and are currently not an asset for the community.

While the City has seen results from its current surplus land disposition program, there remains a high number of condemned properties that have not been absorbed by the surplus land program. The enactment of Ordinance 2018-871-E authorized the Real Estate Division to manage City-owned property including the disposition for affordable housing (Sec. 122-423). The City has complied with Florida Statutes Ch. 125.379 which requires the preparation of an inventory list of surplus properties that are suitable for housing. In an effort to formalize the disposition of these properties, the City passed legislation authorizing the sale of surplus properties with the proceeds going to an Affordable Housing Special Revenue Fund (2019-290 and 2018-871 Section 122.423).

The current surplus land program is sufficiently structured to take in properties, clear liens and conduct demolition, but the disposition of the growing inventory of condemned properties requires a more robust approach. This new approach requires a system that rigorously evaluates the condemned and abandoned properties and links with a structure that has housing at the core of its mission and can provide the targeted marketing and neighborhood collaboration needed.

*Note: This proposal uses the term "surplus land program" to refer to the City's existing program operated primarily by the Real Estate Division. The proposal also uses the term land bank as a general description. The term "land bank" is defined by HUD as, "a governmental or nongovernmental nonprofit entity established, at least in part, to assemble, temporarily manage, and dispose of vacant land for the purpose of stabilizing neighborhoods and encouraging re-use or redevelopment of urban property . . . ." Since Florida does not have state land bank enabling legislation, there is no statutory definition of a land bank; many communities that operate surplus land programs are in effect operating a land bank. The Coalition appreciates the term land bank because it conveys the value of properties that are deposited and transferred to recipients for the purpose of recovering the value of the property to the public good.*

## **Proposal**

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The Florida Housing Coalition proposes to assist the City of Jacksonville with the implementation of a surplus land policy and procedure framework that will connect the City's existing program with a private community land trust. The Coalition will evaluate the current inventory and make recommendations for the transfer of residential properties to the community land trust.

The Coalition intends to launch the community land trust\* (CLT) as a special program of Jacksonville LISC. The Coalition will guide LISC in program development and implementation of a land banking operation that allows for the sale or donation of properties to nonprofit or private housing developers subject to a 99-year ground lease that will guarantee affordability in perpetuity. The Coalition will assist the CLT to prepare its operating procedures and implementation tools including the ground lease and a property profile system.

\*The Coalition will use grant funding from Wells Fargo to help create and launch the CLT. Implementation of the CLT's land bank program would be supported by this proposal.

### **Approach**

The formation of the land bank and community land trust will be made possible by the alignment of stakeholders from the public, private, and philanthropic sectors around a common housing agenda. This approach will leverage the collective investments of all, utilize the strengths of each, develop a unified and comprehensive framework for housing, open new opportunities for collaboration, and bring together resources in the most effective way.

The Coalition's approach is designed to help the City move its increasing inventory of condemned and abandoned properties to a productive use that enhances the surrounding neighborhoods. We anticipate that:

- The City will continue to acquire distressed properties through foreclosure and tax reversion
- The properties will be evaluated and the CLT will take title to properties appropriate for housing directly from the City
- The CLT will be responsible for property maintenance with City support
- The CLT will market the properties for housing and other neighborhood enhancing uses including single family, multifamily, side lots, pocket parks, etc.
- The CLT will continue to own the land and will offer a 99-year ground lease to nonprofits or builders, with emphasis on offering to community-based organizations those properties that lie within that organization's geography.
- The ground lease contains a right of repurchase that would be exercised by the CLT when the lessee wishes to sell or transfer the improvement. The CLT would then release the land and sell the improvement to an eligible household or entity keeping the home affordable.

## **Deliverables, Timeline and Budget Payment**

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### **Phase 1: Formation of Community Land Trust Program -within 4 months from execution of the contract:**

1. Establish a CLT line of business within LISC. (This deliverable is paid for by a grant from Wells Fargo\*)
2. Coalition provides webinar presentation detailing the CLT framework.

### **Phase 2: Implementation of CLT and Surplus Land Program Analysis-within 12 months of contract execution:**

3. Provide best practices training for operation of LISC CLT. Assist with job descriptions for CLT administration; operating documents including ground lease, relevant tools, and templates; training on the use of the ground lease and future transactions; and operating procedures for the CLT, including assistance with policies, procedures, and staff training
4. Assess City-owned properties acquired as a result of abandonment and municipal foreclosure. Determine the suitability for housing of each parcel based on physical characteristics, neighborhood goals, and potential for development as housing. Include key LISC staff in all of these activities. Assist with evaluation criteria for property selection; criteria for determination of best use for property; multifamily, single family, side lot, pocket park, community garden, etc.; marketing methods; community and neighborhood collaboration; application and disposition criteria.
5. Coalition provides Webinar presentation detailing the progress of this project
6. Prepare report.

### **Phase 3: Ongoing Implementation of CLT Implementation and Program Buildout (within 24 months of contract execution)**

7. Assess the pipeline of incoming properties.
8. Evaluate the locations and types of properties and address the scale of properties that may become available to develop the land bank framework with the capacity to manage not only held properties but future acquisitions.
9. Review current practices and policies through the Code of Ordinances relevant to nuisance properties and the method of determining suitability for housing including 2018-871 and 2019-290. Provide observations and recommendations.
10. Research and recommend an online tracking system of appropriate complexity for maintenance and disposition of the surplus properties. Include City and LISC in review and analysis.
11. Coalition provides Webinar presentation detailing the progress of this project
12. Prepare final report.

*\*Note: Assistance with the formation of the CLT will be provided as a service to Jacksonville LISC under a grant the Coalition has received from Wells Fargo. Wells Fargo provides support to the Coalition to stand-up community land trusts, with the benefit of best practices and procedures through the Florida CLT Institute program supported by Fannie Mae and Freddie Mac.*

## Budget

Total Cost: \$170,000, which includes all labor and travel expenses, over the course of two years.

Jacksonville Community Land Trust Program			
Task/Item	Deliverables	Timeframe	Budget
<b>Contract Execution</b>			<b>\$10,000</b>
<b>Phase 1: Form CLT program</b>	Establish a CLT line of business within Jacksonville LISC; Provide webinar presentation detailing program design	First 4 months of project	N/A Wells Fargo grant
<b>Phase 2: Initiation of operations of CLT Surplus Land Program</b>	Develop CLT tools; Train CLT staff; Assess City portfolio; develop evaluation protocols for CLT; Establish neighborhood coordination framework; Provide quarterly webinars detailing program progress; Prepare report.	Within 12 months of contract execution	\$85,000
<b>Phase 3: Program Operation and Stabilization</b>	Assess City pipeline for CLT purposes; Evaluation of properties and process for transfer to CLT; Report on observations of City surplus land related ordinances and procedures; Recommend online property profile system for CLT; Provide quarterly webinars on program progress; Prepare closeout report.	Within 24 months of contract execution	\$85,000
<b>Total Project Cost</b>	Includes staff labor and travel expenses. Additional services requested are billed at \$150 per hour inclusive of all personnel and travel expenses.		<b>\$170,000</b>

## **Relevant Experience**

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The Florida Housing Coalition has deep experience in both land bank programs and community land trusts, in addition to the financing, development and preservation of affordable housing. The Coalition established the Florida Community Land Trust Institute in January 2000; since 2007 the Coalition has assisted counties and municipalities in Florida and Texas with land bank planning and procedures.

### **Land Bank Experience**

**St. Lucie County, 2007.** The Coalition prepared a land bank plan with policies and procedures. The County was faced with platted lots escheating through tax reversion and lacked a program other than traditional surplus land auctions to dispose of the properties. The investors were not interested in the scattered site single family lots. Eventually the county deployed the Neighborhood Stabilization Program to develop foreclosed properties as well as acquire more foreclosed lots. Assistance was provided to the City of Port St. Lucie during this timeframe to address the number of abandoned houses that had been condemned due to poor construction. The Coalition worked with HUD on an agreement to meet the clearance of slum and blight national objective for that inventory.

**City of West Palm Beach, 2011.** The City was faced with a growing inventory of foreclosed properties in its community redevelopment areas Coleman Park and Northwood. The City had built this inventory in anticipation of Neighborhood Stabilization Program funds that would repay expenses and build new homes. The Coalition held a series of public meetings and meet with community stakeholders. A Land Bank Plan was prepared that provided principles and criteria for the disposition process. In the decade since the City began to systematically replace vacant lots with homes, the surplus land program has become a key feature of its affordable housing program. Nonprofit and private developers may acquire properties through sale or donation which keeps housing costs in the affordable range.

**Port Arthur, Texas, 2011.** The Coalition provided technical assistance to the City of Port Arthur as it grappled with an inventory of over 200 abandoned and delinquent properties under the Neighborhood Stabilization Program. Gladys Cook guided the City to evaluate and assess each parcel for its suitability for housing or alternatives such as parks, side lots, or conservation. Recommendations were provided to the City Attorney to implement the Texas Land Bank Enabling legislation so that the disposition of buildable sites could be expedited by housing providers. These properties were not only impacted by the Great Recession but by Hurricane Ike from which dozens of collapsed and damaged buildings remained. The City was able to utilize its NSP funding and reduce its inventory.

**Dallas, Texas, 2017.** The City of Dallas asked the Coalition to assist with program reforms of its Urban Land Bank Demonstration Program. The inventory of abandoned properties continued to increase but the existing program was not effectively moving properties to private development as housing. The program had been initially funded by municipal bonds and the land bank was not netting enough in revenue to function on its own. There were conflicts of interest and negative publicity that led to a suspension of any land transfers. The Coalition was asked to review the program and make recommendations for policies and procedures that would prevent abuse and to identify other means for the land bank to remain solvent. The Coalition worked with land bank staff and administrative officials to reform the system. The 2019 Annual Report of the Dallas Land Bank notes that the land bank has led to 3,733 single family homes and 2,933 rental units.



*University of Miami, 2017.* The Coalition produced a report about best practice models for community land trusts, land banks and urban land conservancies as part of project on Shared Equity and Permanent Affordability. The report provided models and applications for Miami-Dade County.

### Community Land Trust Experience



The Florida Community Land Trust Institute, a program of the Florida Housing Coalition, was founded by Florida Housing Coalition CEO Jaimie Ross in January 2000. The Florida Community Land Trust Institute (Florida CLT Institute) supports excellence in community land trusts and other shared-equity housing models, as well as policy initiatives such as inclusionary zoning and linkage fee ordinances. In regard to community land trusts in Florida, the Florida CLT Institute provides assistance to government and nonprofit entities to assess whether a community land trust is appropriate for a particular community and, if so, direction for choosing the best model along with startup and capacity-building activities.

The Florida CLT Institute is a national leader in best practices for CLTs. It was chosen by both Fannie Mae and Freddie Mac to develop and implement pilot programs for the nation. With support from Fannie Mae, we developed a lender guideline review program to assure salability in the secondary market. With support from Freddie Mac, the Coalition's Institute developed a CLT training and certification program. Receiving CLT certification from the Florida Housing Coalition requires meeting high standards for program documentation and procedures. The concept behind CLT certification is that lenders and local governments can have confidence in the operations of the CLT, knowing that loans will be saleable on the secondary market and that the stewardship of the CLT makes it the ideal nonprofit to manage or develop surplus lands.

Virtually all the 18 CLTs in Florida have been assisted by the Coalition. Below some recent CLT work is highlighted.

***The Central Florida Regional Housing Trust.*** The Coalition launched, on behalf of the Community Foundation of Central Florida, the framework for a community land trust with a regional market. The Coalition prepared a business plan for the CLT along with operating procedures and a three-year staffing plan and budget. The multi-county CLT is working most closely with the City of Orlando in an initiative to prevent displacement in the rapidly developing Parramore neighborhood and is set to take title to close to 100 troubled properties.

***Florida Keys Community Land Trust.*** In the wake of Hurricane Irma, the Coalition was asked to set up a community land trust to rebuild Big Pine Key. This island was the epicenter of destruction and most of the workforce housing was destroyed. The CLT has been awarded \$8 million in CDBG-DR funds for the development of 17 homes on a former trailer park and has 4 new cottages occupied with a plan for 7 more. The Coalition has guided the CLT through the formation stages, forging a relationship with Monroe County, and widespread community and philanthropic support.

***ROOF.*** Residential Options of Florida (ROOF) is a statewide CLT focused on homes for persons with developmental disabilities. The Coalition worked with this organization from its inception in 2015. A solution was needed that would provide lifelong independent living options coupled with permanent

affordability. ROOF now has six homes in place or under construction in three counties. Many more homes are planned as boards of trustees are assembled statewide.

In addition to working with local communities and CLTs, the Florida Housing Coalition supports all the CLTs in Florida with policy work at the state and local level. For example, the ad valorem tax treatment for CLTs codified in Florida Statute 193.018 was the result of the Coalition's education and advocacy. Similarly, the Coalition drafted the sample SHIP strategy for local governments, allowing the down payment monies used for CLT homebuyers to remain in the property as the CLT transfers title from one income eligible homebuyer to the next.

The Coalition has also published guidance on surplus land and land banking, and a primer on CLTs.



Florida's Surplus Land Statutes for Affordable Housing: A Guidebook for Implementation Using Best Practices, 2019. The surplus lands guidebook was prepared to support local governments in the implementation of its surplus land to benefit the development of affordable housing. The guide provides step by step instructions in forming a program to implement Florida Surplus Land Statutes.



**Community Land Trust Primer**, Florida Housing Coalition, 2015. The CLT Primer is an all inclusive resource for the formation and operation of community land trusts in Florida. The Primer includes model legal documents and guidance for local governments and nonprofit organizations seeking to deploy the CLT as a tool for the provision of housing that is affordable in perpetuity.



# CLT PRIMER

  
florida  
community land trust



## THE FLORIDA HOUSING COALITION'S **Technical Assistance Team**

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**Gladys Cook**  
RESILIENCE AND RECOVERY  
DIRECTOR

Gladys Cook is the Resilience and Recovery Director for the Florida Housing Coalition. As a planner, Gladys provides research and analysis skills in the formation of disaster recovery strategies for the equitable redevelopment of housing. She produces a weekly disaster recovery webinar for housing professionals and provides training and technical assistance to communities and organizations in the financing of housing development and rehabilitation. Gladys is a strong proponent of innovative building methods for rapid repairs and home replacement and the evaluation of alternative construction methods in the procurement arena. She offers capacity building and strategic planning for organizations including predevelopment, underwriting and compliance for homeownership, rental and supportive housing. Gladys specializes in land banking and the use of surplus land for community land trusts. Gladys is a problem solver and consensus builder seeking to maximize human and capital resources to expedite disaster housing recovery, and the expansion of the supply of accessible, resilient, and affordable homes for workforce and special needs households. Gladys has a master's in Urban and Regional Planning and has more than 25 years of experience in housing and community development.



**Blaise Denton**  
RESEARCH MANAGER AND  
TECHNICAL ADVISOR

Blaise Denton is Research Manager and Technical Advisor for the Florida Housing Coalition. He has years of experience working with state and local government focusing on affordable housing, transportation-oriented development, historic preservation, and special populations issues. Prior to joining the Coalition, Blaise worked as a training and policy specialist at the Florida Department of Elder Affairs, where he designed E-Learning courses used to train hundreds of adult day care administrators, created budgeting systems to help manage over two million federal grant dollars, and provided planning and policy services. He has facilitated stakeholder meetings while researching transportation-oriented development and community safety issues in Tallahassee, Orlando, and nationally. Previously he has worked with the Florida Main Street Program, where he provided local communities with access to research, marketing, and ArcGIS services. Blaise specializes in ArcGIS, land use planning and practices, community stakeholder engagement, technical writing, and training services across the spectrum of the Coalition's work. Blaise holds a master's in Urban and Regional Planning and bachelor's in both Literature and Religion from Florida State University.



**Kody Glazer**  
LEGAL DIRECTOR

Kody Glazer is Legal Director for the Florida Housing Coalition. Kody is an expert on inclusionary housing policies, community land trusts, fair housing, land use, environment law, and the law as it relates to housing. As Legal Director, he has a lead role in the Coalition's advocacy efforts at all levels of government and has expertise in drafting state legislation and local housing ordinances and policies. Kody also provides technical and legal assistance to local governments and community-based organizations on a variety of issues relating to affordable housing development. He is the author of the Coalition's Accessory Dwelling Unit Guidebook and co-author of the Coalition's Opportunity Zones Guidebook. Prior to joining the coalition, Kody clerked for the National Fair Housing Alliance on issues related to fair housing and equitable opportunity. Kody graduated with honors from the Florida State University College of Law, where he was a member of the Florida State University Law Review and the Journal of Land Use & Environmental Law. In 2019, Kody was chosen to represent the FSU College of Law as an outstanding law student by the City, County and Local Government Section of the Florida Bar.

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**Ashon Nesbitt**  
CHIEF PROGRAMS OFFICE  
AND TECHNICAL ADVISOR

Ashon Nesbitt is Chief Programs Officer and Technical Advisor for the Florida Housing Coalition. Ashon leads the Florida Community Land Trust Institute, providing training and technical assistance to local governments, nonprofits, lenders, and other stakeholders for the creation and support of community land trusts statewide. Ashon also leads the Coalition's nonprofit capacity building work, sharing knowledge and expertise in housing development. In addition, Ashon helps local governments with land use tools and creative models for affordable housing development and finance, such as adaptive reuse. Ashon has professional experience in local government program administration, tax credit finance, and rental development, as well as a master's in Urban and Regional Planning and Real Estate from the University of Florida, and a bachelor's in Architectural Studies from Florida A&M University.

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**Jaimie Ross**  
PRESIDENT & CEO

Jaimie Ross is the President and CEO of the Florida Housing Coalition. Jaimie's work includes all forms of legislative and administrative advocacy and education related to the planning and financing of affordable housing. Prior to joining the Florida Housing Coalition as CEO, Jaimie served as the Affordable Housing Director at 1000 Friends of Florida, a statewide nonprofit smart growth organization, from 1991- 2015. Prior to her tenure at 1000 Friends of Florida, Jaimie was a land use and real property lawyer representing for profit and nonprofit developers and financial institutions with a law firm in Orlando. In 1991, she initiated the broad-based coalition that successfully advocated the passage of the William E. Sadowski Affordable Housing Act, providing a dedicated revenue source for affordable housing in Florida. Jaimie continues to facilitate the Sadowski Act Coalition to ensure funding for Florida's state and local housing programs. She has authored numerous articles on the planning and financing of affordable housing and smart growth tools for producing and preserving affordable housing. With funding from the Rockefeller Foundation, Jaimie produced "Creating Inclusive Communities," to promote best practices for inclusionary housing programs. She founded the Florida Community Land Trust Institute in January 2000. Nationally, Jaimie served as an Executive Officer on the Founding Board of Grounded Solutions Network, and on the boards of the Innovative Housing Institute and the National Low Income Housing Coalition, as well as on the National Community Advisory Boards for several banks. She is a nationally recognized expert in avoiding and overcoming the NIMBY (Not In My Back Yard) syndrome. Jaimie is past Chair of the Affordable Housing Committee of the Real Property Probate & Trust Law Section of the Florida Bar, and a former Fannie Mae Foundation James A. Johnson Community Fellow.

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**Florida Housing Coalition**  
1311 N. Paul Russell Road, B-201  
Tallahassee, FL 32301  
**Phone |** 850.878.4219  
**Website |** [FLhousing.org](http://FLhousing.org)



**Exhibit B**  
**General Terms and Conditions**

**B.1 Provision of Services.** Contractor shall provide the City the Services and deliverables described in Exhibit A. If any services, functions, or responsibilities are not specifically described in Exhibit A but are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described therein.

**B.2 Relationship of the Parties.** In performance of the Services, Contractor shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the City. Contractor shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences, and procedures utilized to perform the Services in accordance with this Contract.

**B.3 City's Right to Make Changes.** The City may unilaterally require, by written order, changes altering, adding to, or deducting from the Services ("Changes"), provided that such Changes are within the general scope of this Contract. The City will make an equitable adjustment in the Contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of Contractor, which shall not be unreasonably withheld. The City and Contractor will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Contractor personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

**B.4 Service Warranties.** Contractor warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with this Contract and the standards prevailing in the industry. Contractor shall also undertake the following actions without additional consideration during the term of this Contract and for one year thereafter: (i) promptly making necessary revisions or corrections to resolve any errors and omissions on the part of Contractor; and (ii) conferring with the City for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by the City shall not relieve Contractor of these responsibilities. The warranties and covenants in this paragraph shall extend to all subcontractors.

**B.5 City Will Assist Contractor.** At Contractor's request, the City will provide reasonable assistance and cooperation to Contractor, including the supply of any data and information necessary for Contractor to provide the Services. The City has also designated a Contract Manager who will, on behalf of the City, work with Contractor and administer this Contract in accordance with its terms.

**B.6 Location Requirements for Services.** The majority of the Services shall be performed within the State of Florida and no Services will be performed outside of the United States. These restrictions may be modified in writing if the City determines, in its sole discretion, that these



restrictions impose an undue burden on Contractor's ability to perform the Services as contemplated in this Contract.

**B.7 Use of Subcontractors; Flow-Down Provisions.** Except to the extent the use of subcontractors is consented to in writing by the City, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Contractor will be responsible for the acts or omissions of its subcontractors. Contractor shall ensure that all relevant contractual obligations flow down to the subcontractors and are incorporated into the subcontracts (specifically including, but not limited to, obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

**B.8 Meetings and Reports.** Contractor shall attend all meetings and public hearings concerning the Services where its presence is determined to be necessary and requested by the City and Contractor can reasonably schedule its appearance. Unless otherwise agreed, Contractor shall provide a monthly report summarizing Contractor's performance. Contractor shall provide other periodic reports respecting the Services as the City reasonably requests.

**B.9 Intentionally Omitted.**

**B.10 Intellectual Property.**

(a) As used in this Section, the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to the City pursuant to this Contract. Contractor grants to City an irrevocable, perpetual, royalty free, and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify, and create derivative works from the subject matter of this Contract and the right to sublicense all or any portion of the foregoing rights to an affiliate or a third party who provides services to the City) Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright, and know-how) that is contained or embedded in, required for the use of, that was used in the production of, or is required for the reproduction, modification, maintenance, servicing, improvement, or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third-party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement, or continued operation of the Work, Contractor shall secure for the City an irrevocable, perpetual, royalty free, and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright, and know-how) into any Work, including, without limitation, all drawings or data provided under this Contract, and such right must include, without limitation, a right to copy, modify, and create derivative works from the subject matter of the grant of the right

and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) The Contractor will, at its expense, defend all claims, actions or proceedings against the City based on any allegation that the Work, or any part of the Work, constitutes an infringement of any patent or any other intellectual property right, and will pay to the City all costs, damages, charges, and expenses occasioned to the City by reason thereof. The City will give the Company written notice of any such claim, action or proceeding and, at the request and expense of the Company, the City will provide the Company with available information, assistance and authority for the defense. If, in any action or proceeding, the Work, or any part thereof, is held to constitute an infringement, the Company will, within 30 days of notice, either secure for the City the right to continue using the Work or will, at the Company's expense, replace the infringing items with non-infringing Work or make modifications as necessary so that the Work no longer infringes.

**B.11 Software Development Processes and Standards.** To the extent any software is developed, modified, or otherwise procured under this Contract, Contractor will use commercially-accepted software development and documentation processes and standards.

**B.12 Limitation of Warranty for City-Furnished Software.** In lieu of any other warranty expressed or implied herein, the City warrants that any programming aids and software packages supplied for Contractor use as City-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by the City from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should the City furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Contractor shall notify the City and supply documentation regarding any defects and their effect on progress on this Contract. The City will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by the City-furnished property in accordance with the procedures provided for in Section B.3 above ("City's Right to Make Changes").

**B.13 Loss of Data.** If any City data or record is lost or corrupted due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for correcting and recreating all production, test, acceptance, and training files or databases affected which are used in the provision of Services, at no additional cost to the City in the manner and on the schedule set by the City. This remedy shall be in addition to any other remedy the City may be entitled to by law or this Contract.

**B.14 Purchase Orders.** If this Contract requires a Service to be ordered by the City via purchase order, Contractor shall not deliver or furnish the Service until the City transmits a purchase order. All purchase orders shall bear this Contract or solicitation number, shall be placed by the City directly with Contractor, and shall be deemed to incorporate by reference this Contract. Any

discrepancy between this Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the City.

**B.15 Best Pricing for Comparable Services to Other Government Entities.** Compensation for the Services shall be as set forth in this Contract. During the Contract term, if Contractor offers better pricing to other government entities for substantially the same or a smaller quantity of Services upon the same or similar terms of this Contract ("Better Pricing"), then the price under this Contract shall be immediately reduced to the better price. The City may require Contractor to certify on an annual basis that Better Pricing (as defined above) does not exist.

**B.16 Invoicing and Payment.**

(a) Unless otherwise specified in this Contract, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. City may require any other information from Contractor that City deems necessary to verify its obligation to pay under this Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. City does not pay service charges, interest, or late fees unless required by law.

(b) To the extent Contractor's fees include reimbursement for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, *Jacksonville Ordinance Code*.

(c) The City's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

**B.17 Taxes.** The City is generally exempt from any taxes imposed by the State of Florida or the federal government. Exemption certificates will be provided upon request. Contractor shall not include any state, local, and federal taxes in any prices quoted to the City.

**B.18 Right of Setoff.** The City may, in addition to other remedies available at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted in good faith by the City (or any other local government entity or authority located in Duval County, Florida) against Contractor.

**B.19 Retention of Records / Audits.**

(a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to this Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe, and sufficient.

(b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under this Contract. If an audit has been initiated and audit findings have

not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Contract, at no additional cost to the City. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

(c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by the City (including the City's auditor and inspector general offices), to have full access to and the right to examine, copy, or audit any of the Records, regardless of the form in which kept. Contractor will not charge the City for any setup, supervision, or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and the City shall be permitted to bring its photocopying equipment if the City so desires.

(d) Contractor must comply with and cooperate in any audits or reports requested by the City and must ensure that all related party transactions are disclosed to the auditor.

(e) Contractor must permit the City to interview any of Contractor's employees, subcontractors, and subcontractor employees to assure the City of the satisfactory performance of the terms and conditions of this Contract. Unless the parties agree otherwise or the City is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge the City for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f) Following any audit or review, if performance of Contractor is, in the opinion of the City, deficient, the City will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit to the City said corrective action plan within ten (10) days of receiving the City's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after the City's receipt of the corrective action plan.

(g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury under Section 837.06, Florida Statutes.

(h) Contractor must include the aforementioned audit, inspection, investigation, and record-keeping requirements in all subcontracts and Contract assignments.

(i) Contractor agrees to reimburse the City for the reasonable costs of investigation incurred by the City for audits, inspections, and investigations that uncover a material violation of this Contract. Such costs shall include the salaries of investigators, including overtime, travel, and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of this Contract.

**B.20 Indemnification.** Contractor shall comply with the indemnification provisions in Exhibit C of this Contract.

**B.21 Insurance.** Contractor shall comply with the insurance requirements in Exhibit D of this Contract.

**B.22 City's Right to Suspend Work.** The City may, in its sole discretion, suspend any or all activities under this Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Contractor, the City shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate this Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

**B.23 City's Right to Terminate for Convenience.** The City reserves the right to terminate this Contract at any time and for any reason by giving written notice to Contractor. If this Contract is terminated for convenience as provided herein, the City will be relieved of all further obligations other than payment for that amount of Services actually performed to the date of termination. Access to any and all work papers will be provided to the City after the termination of this Contract. The parties understand and agree that Contractor shall not have a reciprocal right to terminate this Contract for convenience, it being understood that the City's payment for Services forms the consideration for Contractor's not having this right. In the event of City's termination of this Contract, the City (in its sole discretion) may also require Contractor to provide the Transition Services as set forth in Section B.26 below.

**B.24 City's Remedies Upon Contractor Default.** Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in this Contract or any extension; (2) Contractor fails to maintain adequate progress, thus endangering performance of this Contract; (3) Contractor fails to honor any other material term of this Contract; or, (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. The City may extend the 10-day cure period in its discretion.

In addition, a finding that Contractor has made a false representation or certification in any document furnished by Contractor to the City shall constitute an immediate Event of Default with no right to cure.

Upon an "Event of Default" on the part of Contractor, the City will be entitled to terminate this Contract and pursue such other remedies available at law or equity, including the recovery of any re-procurement costs and delay damages. The rights and remedies available to the City under this Contract are distinct, separate, and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been

issued for convenience.

**B.25 Contractor Remedies Upon City Default.** The City shall be in default if the City fails to honor any material term of this Contract and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of City's default, Contractor will be entitled to terminate this Contract and pursue such other remedies available at law or equity as it deems appropriate. Except as expressly provided elsewhere in this Contract, Contractor will not be entitled to recover any lost profits or consequential damages. The rights and remedies available to Contractor under this Contract are distinct, separate, and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

**B.26 Transition Services.** At any time prior to the date this Contract expires or terminates for any reason (the "Termination Date"), the City may request Contractor to provide reasonable transition assistance services ("Transition Assistance"). Contractor shall provide such Transition Assistance until such time as the City notifies Contractor that the City no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions, or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service provider (either the City itself or a third-party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by the City, those third parties shall cooperate with Contractor in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Contractor.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to the City. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Contractor charges to government entities for comparable services; provided however, that if the City terminates this Contract because of a breach by Contractor, then (i) the Transition Assistance shall be provided at no cost to the City, and (ii) the City will be entitled to any other remedies available to it under law. Contractor may withhold Transition Assistance after the Termination Date if the City does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Contractor in accordance with the invoicing and payment provisions of this Contract.

**B.27 Force Majeure, Notice of Delay, and No Damages for Delay.** Neither party shall be responsible for delays in performance to the extent that the delay was beyond that party's control (or the control of its employees, subcontractors, or agents). Contractor shall notify the City in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five calendar days after the date Contractor first had reason to believe that a delay could

result. Based upon such notice, the City will give Contractor a reasonable extension of time to perform; provided, however, that the City may elect to terminate this Contract in whole or in part if the City determines, in its sole judgment, that such a delay will significantly impair the value of this Contract to the City. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** No claim for damages, other than for an extension of time, shall be asserted against the City. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the City for direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

**B.28 No Waiver.** The delay or failure by a party to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, the City's payment for the Services shall not release Contractor from its obligations under this Contract and shall not be deemed a waiver of the City's right to insist upon strict performance hereof.

**B.29 Qualification of Contractor Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, and agents performing work under this Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, and agents performing work under this Contract must comply with all reasonable administrative requirements of the City and with all controlling laws and regulations relevant to the Services they are providing under this Contract. The City may conduct, and Contractor shall cooperate in, a security background check or other assessment of any employee, subcontractor, or agent furnished by Contractor. The City may refuse access to, or require replacement of, any personnel for reasonable cause.

Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors, and agents are not considered employees of the City. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than the City.

As a condition to providing services to the City, Contractor and any subcontractor will enroll and participate in the federal E-Verify Program within thirty (30) days of the Effective Date of this Contract. Proof of enrollment and participation will be made available to the City upon request.

**B.30 Security Procedures.** Contractor and its employees, subcontractors, and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida, and the City in performance of this Contract. The City agrees that any security procedures imposed by the City specifically for this Contract will be reasonable and will not impose any unreasonable costs or hardships.

**B.31 Restrictions on the Use or Disclosure of City's Information.** Contractor shall not use, copy, or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors, or 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 the City. At the City's request, all information furnished by the City will be returned to the City upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on the City's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive this Contract.

**B.32 Public Records Law; Process for Protecting Trade Secrets and Other Information.** Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public records. All documents received by the City in connection with this Contract are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to the City. The City agrees to notify Contractor of any third-party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, the City may release the requested information. Such release shall be deemed for purposes of this Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright, or other intellectual property.

In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

- (a) Keep and maintain public records required by the City to perform the services; and
- (b) Upon request from the City's custodian of public records, provide the 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
- (c) 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 the City; and
- (d) Upon completion of this Contract, transfer to the City at no cost all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. 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 the City upon request from the City's custodian of public records in a format that is compatible with the 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 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.**

**B.33 Assignment.** The City and Contractor each binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Contract. Contractor shall not sell, assign, or transfer any of its rights (including rights to payment), duties, or obligations under this Contract without the prior written consent of the City. In the event of any assignment, Contractor shall remain liable for performance of this Contract unless the City expressly waives such liability. The City may assign this Contract with prior written notice to Contractor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of the City.

**B.34 Notice and Approval of Changes in Ownership.** Because the award of this Contract may have been predicated upon Contractor's ownership structure, Contractor agrees that any transfer of a substantial interest in Contractor by any of its owners shall require the City's prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of this Contract, Contractor represents that it has no knowledge of any intent to transfer a substantial interest in Contractor. A substantial interest shall mean at least 25% of the voting shares in Contractor. This Section shall not apply to: (i) transfers occurring upon the incapacitation or death of an owner; (ii) transfers associated with an initial public offering on the NYSE or NASDAQ markets; or, (iii) transfers to a company whose stock is publicly traded on the NYSE or NASDAQ markets.

**B.35 Assignment of Antitrust Claims.** Contractor and the City recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the City. Therefore, Contractor hereby assigns to the City any and all claims under the antitrust laws of Florida or the United States for overcharges of goods, materials, or services purchased in connection with this Contract.

**B.36 Equal Employment Opportunity.** The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations, and the Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above-cited terms, written evidence of such exempt status must be provided to the City.

**B.37 Other Non-Discrimination Provisions.** As required by Section 126.404, *Jacksonville Ordinance Code*, Contractor represents that it has adopted and will maintain throughout the term of this Contract a policy of nondiscrimination or non-harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. Contractor agrees that upon 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 this Contract; *provided however*, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the Effective Date of this Contract. Contractor agrees that if any of the products or Services to be provided pursuant to this Contract are to be provided by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

**B.38 Prompt Payment to Subcontractors and Suppliers.** The following is required by Chapter 126, Part 6, *Jacksonville Ordinance Code*; provided however, if Contractor does not use JSEB or MBE subcontractors, as identified below, this Section B.38 shall not apply:

(a) *Generally.* When Contractor receives payment from the City for labor, services or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after Contractor's receipt of payment from the City. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, Contractor may dispute the disputed portion of any such payment only after Contractor has provided notice to the City and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the City and said subcontractor or supplier within ten (10) calendar days after Contractor's receipt of payment from the City. Contractor shall pay all undisputed amounts due within the time limits imposed by this Section.

(b) *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6, *Jacksonville Ordinance Code*,

Contractor shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB") and Minority Business Enterprises ("MBE"), as defined therein, their pro rata share of their earned portion of the progress payments made by the City under this Contract within seven (7) business days after Contractor's receipt of payment from the City (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to the City with its requisition for payment documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEBs or MBEs from all prior payments Contractor has received from the City. Contractor shall not unreasonably withhold payments to certified JSEBs and MBEs if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEBs or MBEs, which payment has been made by the City to Contractor, Contractor shall return said payment to the City. Contractor shall provide notice to the City and to the certified JSEBs or MBEs whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to the City and said JSEBs or MBEs within five (5) calendar days after Contractor's receipt of payment from the City. Contractor shall pay all undisputed amounts due within the time limits imposed in this section. The failure to pay undisputed amounts to the JSEBs or MBEs within seven (7) business days shall be a breach of this Contract, compensable by one per-cent (1%) of the outstanding invoice's being withheld by the City, not as a penalty, but as liquidated damages to compensate for the additional contract administration by the City.

(c) *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between the City and any subcontractor, supplier, JSEB, MBE, or any third party or create any City liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of Contractor's contractual obligations to the City. As a result of said breach, the City, without waiving any other available remedy it may have against Contractor, may (i) issue joint checks and (ii) charge Contractor a 0.2% daily late payment charge or the charges specified in said Chapter 126, *Jacksonville Ordinance Code*, for JSEBs or MBEs and in Chapter 218, Florida Statutes, for non-JSEBs or non-MBEs, whichever is greater.

**B.39 Conflicts of Interest.** Contractor acknowledges that Section 126.112, *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 contractor.

**B.40 Contingent Fees Prohibited.** In conformity with Section 126.306, *Jacksonville Ordinance Code*, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this 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 Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of these provisions, the City shall have the right to terminate this 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.

**B.41 Truth in Negotiation Certificate.** Pursuant to Section 126.305, *Jacksonville Ordinance Code*, the execution of this Contract by Contractor shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate, whereby Contractor states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete, and current at the time of contracting. Further, Contractor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the City determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Contract.

**B.42 Compliance with Applicable Laws.** Contractor (and any subcontractors) 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);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);
- Chapter 126, Jacksonville Ordinance Code (the Jacksonville Purchasing Code); and
- All licensing and certification requirements applicable to performing the Services.

**B.43 Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of Contractor, other entities may be permitted to make purchases at the terms and on the conditions contained herein. These purchases are independent of the agreement between the City and Contractor, and the City shall not be a party to such transactions.

**B.44 Warranty of Ability to Perform.** Contractor warrants that (i) it is ready, willing, and able to perform its obligations under this Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify the City in writing if its ability to perform is compromised in any manner during the term of this Contract.

**B.45 Warranty of Authority to Sign Contract.** Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to this Contract.

**B.46 Governing State Law/Severability/Venue/Waiver of Jury Trial.** The rights, obligations, and remedies of the parties as specified under this Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Contract be determined by the courts to be illegal, unenforceable, or in conflict with any applicable law, the validity of the

remaining provisions shall not be impaired. Venue for any action arising out of or relating to this 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 this Contract.

**B.47 Construction.** Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in this Contract. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

**B.48 Scrutinized Companies.**

(a) Pursuant to Section 287.135(2), *Florida Statutes*, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

(1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; or

(2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor:

- i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, *Florida Statutes*; or
- ii. Is engaged in business operations in Cuba or Syria.

(b) Pursuant to Section 287.135(3)(a)4, *Florida Statutes*, the City may terminate this Contract at the City's option if this Contract is for goods or services in an amount of one million dollars or more and Contractor:

(1) Is found to have submitted a false certification under Section 287.135(5), *Florida Statutes*;

(2) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, *Florida Statutes*; or

(3) Is engaged in business operations in Cuba or Syria.

(c) Pursuant to Section 287.135(3)(b), *Florida Statutes*, the City may terminate this Contract at the City's option if this Contract is for goods and services of any amount and Contractor:

**(1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or**

**(2) Is engaged in a boycott of Israel.**

**Exhibit C  
Indemnification**

Contractor (the "Indemnifying Party") shall hold harmless, indemnify, and defend the City of Jacksonville and the City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's performance of this Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with this Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, are held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within 60 days for the Indemnified Parties a license authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnified Party exercises its rights under this Contract, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to this Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of this Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

**Exhibit D  
Insurance Requirements**

Without limiting its liability under this Contract, Contractor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

**Insurance Coverages**

Schedule	Limits
<b>Worker's Compensation Employer's Liability</b>	Florida Statutory Coverage \$ 100,000 Each Accident \$ 500,000 Disease Policy Limit \$ 100,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

<b>Commercial General Liability</b>	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

<b>Automobile Liability</b>	\$1,000,000	Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of this Contract)		



Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

**Professional Liability**

\$1,000,000 per Claim and Aggregate

Contractor shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract. If the coverage is provided on a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

**Additional Insurance Provisions**

- A. **Additional Insured.** All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and the City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.
- B. **Waiver of Subrogation.** All required insurance except Auto liability policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- C. **Contractor's Insurance Primary.** The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- D. **Deductible or Self-Insured Retention Provisions.** All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville or its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retention related to this Contract.
- E. **Contractor's Insurance Additional Remedy.** Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the City or others. Any remedy provided to the City or the City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- F. **Waiver/Estoppel.** Neither approval by the City nor the City's failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility

to provide insurance as required under this Contract.

- G. **Certificates of Insurance.** Contractor shall provide the City certificates of insurance that show the corresponding City Contract Number in the Description, if known, additional insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- H. **Carrier Qualifications.** The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- I. **Notice.** The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Contractor applicable shall provide thirty (30) days' written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. **Survival.** Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. **Additional Insurance.** Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.
- L. **Special Provisions.** Prior to executing this Contract, Contractor shall present this Contract and Exhibits C and D to its Insurance Agent affirming that: 1) the Agent has personally reviewed the insurance requirements of this Contract, and (2) the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

**SINGLE SOURCE AWARD**

**BID # SS-0548-21**

**Subject: Training and Technical Assistance for Implementation of Community Land Trust**

**Department: Mayor's Office**

**Description of Purchase:** Recommend approval of single source award to Florida Housing Coalition to provide training and technical assistance for the development and implementation of a community land trust. Period of service is from date of contract execution through September 30, 2022. Total estimated expenditure amount not to exceed \$170,000.00.

Funding for this award to be executed by formal contract through the Office of General Counsel and encumbered by the following accounts:

\$100,000.00 - 11601.170107.583010.000562.00000000.00000.00000000

\$70,000.00 - 11527.101002.366020.001611.00000000.00000.00000000

PO-615479-21

**Single Source Award To:** Florida Housing Coalition

POA-70B2-21

**Price Justification:** See attachment


**Total Award:** \$170,000.00

**Requisition #:** N/A

**Attachments:** Recommendation Memo, Single Source Form and Vendor Proposal

**Certification as to Single Source:** Stephanie Burch, Deputy CAO, Mayor's Office

**THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 128.208.**

  
Analyst: Annette Burney

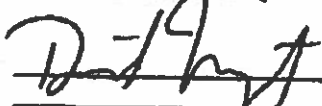
  
Gregory Pease, Chief  
Procurement Division

**APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE**  
"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

  
CHAIRMAN

12/17/2020  
DATE





**ACTION OF AWARDING AUTHORITY**

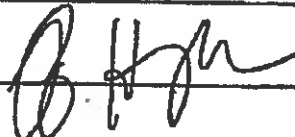
**DATE:** 12/18/20

APPROVED   

DISAPPROVED

**OTHER** \_\_\_\_\_

**SIGNATURE OF AUTHENTICATION** \_\_\_\_\_



Brian Hughes  
Chief Administrative Officer  
For: Mayor Lenny Curry  
Under Authority of:  
Executive Order No. 2019-02

**Purchase Order 615479-21**



	<b>615479-21</b>
	<b>18-DEC-2020</b>
	<b>0</b>
	<b>18-DEC-2020</b>
	<b>0</b>
	<b>170,000.00 USD</b>
	<b>MAPA-600071-21</b>

**Sold To**  
**City of Jacksonville**  
**117 West Duval Street**  
**JACKSONVILLE, FL 32202**

**Supplier** **Florida Housing Coalition, Inc.**  
**1311 N Paul Russell Rd**  
**Suite B201**  
**TALLAHASSEE, FLORIDA 32301**

**Bill To**  
**City of Jacksonville**  
**117 West Duval Street, Suite 375**  
**JACKSONVILLE, FL 32202**

**Ship To** **City Hall Suite 400**  
**117 West Duval Street**  
**Suite 400**  
**JACKSONVILLE, FL 32202 US**

*Notes*

<b>27950</b>	<b>Net 30</b>	<b>Freight Prepaid</b>	<b>FOB Destination</b>	<b>Best Way</b>
<b>Annette Leslie-Burney</b> Email: aburney@coj.net Phone: 904-2558810		<b>Bernice Russell</b> E-mail: marlener@coj.net		

Line Item	Description	Price	Quantity	UOM	Ordered	Available
1	Training and Technical assistance for the development and implementation of a community land trust 11527.101002.366020.001611.00000000.00000.00000000	70,000.00				

<b>Ship To</b> City Hall Suite 400 117 West Duval Street Suite 400 JACKSONVILLE, FL 32202	<b>Promised</b>	<b>70,000.00</b>
	<b>Requested</b> 1/1/21	

Requested Date correspond to the date of arrival at the Ship-to Location.

**Total Total** **70,000.00**

2 Training and Technical assistance for the 100,000.00

# Purchase Order 615479-21



development and implementation of a community land trust  
11601.170107.583010.000562.00000000.00000.00000000

<b>Ship To</b>	<b>Promised</b>	100,000.00
City Hall Suite 400		
117 West Duval Street	<b>Requested</b>	
Suite 400	1/1/21	
JACKSONVILLE, FL 32202		

Requested Date correspond to the date of arrival at the Ship-to Location.

<b>Line Total</b>	100,000.00
	170,000.00

<p>This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-99-0120K Florida State sales and use tax exemption no. 85-8012621807C-8</p>	<p>Approved by Gregory Pease, Chief, Procurement Division <i>Gregory Pease</i></p>
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# Purchase Order 615479-21

## GENERAL CONDITIONS

**1. RESERVATIONS:** The City reserves the right to cancel any contract, if in its opinion, there is a failure at any time to perform adequately the stipulations of the Invitation to Bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of this contract or for failure to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any items or terms, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted.

Buyer reserves the right to terminate the Contract or Purchase Order at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for non-compliance as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services actually provided to the date of termination.

**2. TAXES:** The City of Jacksonville, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-34C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000344.

**3. CARGAGE:** No charge will be allowed for cartage or packages unless by special agreement.

**4. GUARANTEE:** The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified. If within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon notification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit in the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

**5. PROCUREMENT DIVISION AGENT:** When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City".

**6. OFFICE OF INSPECTOR GENERAL:** The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, Ordinance Code, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present, and proposed City contracts, transactions, accounts, records, and the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, contractors, subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, Ordinance Code.

**7. ETHICS PROVISION FOR VENDORS/SUPPLIERS:** The acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

**8. NONDISCRIMINATION PROVISIONS:** As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of non-discrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfer, layoff, recall, reassignment, working conditions and related terms and conditions of employment. Contractor agrees that, an written request, it will permit reasonable access to its records of employment, employment advertisements, application forms and other personnel 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 Contractor 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. Contractor agrees that, if any of the products or services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

**9. LEGAL WORKFORCE:** Owner shall consider the employment by Vendor/Contractor, of unauthorized alien a violation of section 27A(4)(a) of the Immigration and Nationalization Act. Such violation shall be cause for immediate cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and
- all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

**10. LICENSES REQUIREMENT:** By acceptance of a Purchase Order issued by the City of Jacksonville, the contractor agrees to obtain and maintain all applicable Local, State and Federal licenses required by law.

**11. ELECTRONIC PAYMENTS:** Vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at [www.jaxnet.com](http://www.jaxnet.com) under the Online Forms link on the Finance Department page.

**12. CONTRACT REPRESENTATION:** If this Agreement is for goods or services of \$1 million or more, the City, pursuant to Section 287.133(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

- is found to have submitted a false certification under Section 287.133(5), Florida Statutes;
- has been placed on the Sanctioned Companies that Boycott Israel List created pursuant to Section 213.4723, Florida Statutes, or is engaged in a boycott of Israel;
- has been placed on the Sanctioned Companies with Activities in Sudan List or the Sanctioned Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 213.473, Florida Statutes; or
- has been engaged in business operations in Cuba or Syria.

**13. PUBLIC RECORDS:** In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

- keep and maintain public records required by City to perform the services; and
- 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
- 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
- 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 service. 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) 436-7478; REQUESTING COUNTY: CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. ROGAN STREET, SUITE 1188, JACKSONVILLE, FLORIDA 32202.**

## 14. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:

Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

**Jacksonville Small Emerging Business (ISEB) and Minority Business Enterprise (MBE) -** Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified ISEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified ISEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified ISEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified ISEB or MBE if such payments have been made to the Contractor. If Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified ISEB or MBE in case payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the ISEB or MBE within 7 business days shall be a breach of contract, compensation for which may be sought by the ISEB or MBE. If the City is liquidated damages. Continued failure to adhere to this clause may be cause for termination.

**Third-Party Liability -** The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, ISEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for ISEB or MBE and Chapter 218, Florida Statutes, for non-ISEB or MBE, whichever greater.

**15. PUBLIC ENTITY CRIME INFORMATION:** A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

**16. AUDIT PROVISION:** A person or entity providing capital improvements, construction services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

**17. W-9 REQUIREMENT:** It is the vendor's responsibility to ensure that the City has a current W-9 on file.

## 18. INDENTIFICATION:

**a.** The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or its using agencies named in the contract documents, its directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

**b.** This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

**19. INSURANCE:** Each supplier shall maintain insurance coverage as stated in the Invitation to Bid for the entire term of this contract. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

**20. DELIVERY:** A packing list shall accompany all shipments, which shall indicate, as a minimum, the following: purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

**21. PICK UP AND RETURNS:** The City reserves the right to return as order in whole or in part if the merchandise is not in compliance with the specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

**22. INVOICING:** Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. As a minimum, invoices must include: purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit price, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

**23. REPORTING:** The City may request reports including but not limited to: usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as requested.

**24. SUPPLIER ACCESSIBILITY:** The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

Contract Purchase Agreement – Conversion POA-70732-21



POA Number	POA-70732-21
Agreement Date	23-DEC-2020
POA Type	0
Agreement Amount	170,000.00 USD
Signature Number	SS-9849-21


Sold To  
**City of Jacksonville**  
 117 West Duval Street  
 Suite 375  
 JACKSONVILLE, FL 32202  
 US

Supplier  
**Florida Housing Coalition, Inc.**  
 1 N Paul Russell Rd  
 Suite 100  
 TALLAHASSEE, FLORIDA 32301

Notes

Item Number	Quantity	Unit Price	Freight Prep	FOB Destination	Best Way
27950	Net 30				
18-Dec-2020	30-Sep-2022			Annette Leslie-Burney aburney@coj.netPhone 904-2558810	

DRAFT

This Order is subject to the General conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Gregory Pease, Chief Procurement Division 
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ONE CITY. ONE JACKSONVILLE.

# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Division of Insurance and Risk Management  
117 West Duval Street  
Suite 335  
Jacksonville, FL 32202  
(904) 630-7521  
www.coj.net

## MEMORANDUM

TO: Greg Pease, Chairperson, and Professional Services Evaluation Committee

COPY: Alex Baker, PSEC Specialist

FROM: Wanda Verdejo, Property & Casualty Compliance Administrator *Wanda Verdejo*

DATE: February 24, 2021

RE: Brown & Brown of Florida, Inc. – Casualty Insurance Broker Services  
P-43-18 Request for Amendment 9 – Special Event – WON 2021

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The current contract with Brown and Brown (No. 9269-08) for Casualty Insurance Broker Services allows for Brown & Brown to place casualty insurance coverages for a term of October 1, 2019 to September 30, 2021, with two (2) additional one year renewal options remaining.

The current contract will be amended to place a variety of new casualty insurance policies for the City. See attachment A. The premium adjustment from the current maximum indebtedness of \$6,741,329.00 by an additional \$3,751.00 for a new total maximum indebtedness of \$6,745,080.00

It is respectfully requested that City Contract No. 9269-08, with Brown & Brown be amended for the placement, binding, and ratification of the purchase of the Special Event – WON 2021 insurance coverages for the City of Jacksonville effective October 1, 2020 to September 30, 2021.

All other contract terms and conditions shall remain the same (nothing contained herein shall be amended, modified, or otherwise revised without prior PSEC and Mayor's approval).

Exhibits for your review:

Attachment A – Special Event – WON 2021 Casualty insurance policy

Thank you for your consideration.



City of Jacksonville, Florida  
Attn: Wanda  
117 West Duval St Ste 335  
Jacksonville, FL 32202

## INVOICE #2242021

Account Number:	Invoice Date:
00223982	February 24, 2021

Policy: TBD  
Effective: 2/24/2021 to 3/2/2021

Due Date	Trm	Description		Amount
2/24/21	New	Special Event – World of Nations	\$	3,751.00

*\*This is an estimated premium and is subject to change upon policy issuance.*

Make checks payable to:  
Brown & Brown of Florida, Inc.  
P.O. Box 745897  
Atlanta, GA 30374-5897

Overnight Payment to:  
Brown & Brown of Florida, Inc.  
Lockbox 745897  
6000 Feldwood Road  
College Park, GA 30349

Please include your account number on your check.

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Pay by Credit card or Echeck:  
<https://bbjax.epaypolicy.com>

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**Wire Transfer Instructions:**  
Bank of America  
ABA# 026009593  
Account# 898102753412

**Thank you for your business!**

Phone: 904-565-1952  
Fax: 904-565-2440



ONE CITY. ONE JACKSONVILLE.

# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Division of Insurance and Risk Management  
117 West Duval Street  
Suite 335  
Jacksonville, FL 32202  
(904) 630-7521  
www.coj.net

## AMENDMENT 8 AS REFERENCE

### MEMORANDUM

TO: Greg Pease, Chairperson, Professional Services Evaluation Committee

COPY: Alex Baker, PSEC Specialist

FROM: Wanda Verdejo, Property & Casualty Compliance Administrator *Wanda Verdejo*

DATE: December 16, 2020

RE: Brown & Brown of Florida, Inc. – Casualty Insurance Broker Services  
**P-43-18 Amendment 8**  
Excess Casualty & Excess WC Buffer 1/1/21 to 10/1/21

The current contract with Brown and Brown (No. 9269-08) for Casualty Insurance Broker Services allows for Brown & Brown to place casualty insurance coverages for a term of October 1, 2019 to September 30, 2020, with two (2) additional one year renewal options remaining.

The current contract will be amended to place a variety of new casualty insurance policies for the City. See attachment A. The premium adjustment from the current maximum indebtedness of \$6,105,993.00 by an additional **\$635,336.00** for a new total maximum indebtedness of \$6,741,329.00.

It is respectfully requested that City Contract No. 9269-08, with Brown & Brown be amended for the placement, binding, and ratification of the purchase of the various casualty insurance coverages for the City of Jacksonville effective October 1, 2019 to September 30, 2020 as set forth in Exhibit E.

All other contract terms and conditions shall remain the same (nothing contained herein shall be amended, modified, or otherwise revised without prior PSEC and Mayor's approval).

Exhibits for your review:

Attachment A – INVOICE 112021 for Excess Casualty & Excess WC Buffer 1/1/21 to 10/1/21

Thank you for your consideration.





ONE CITY ONE JACKSONVILLE

# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Department of Public Works  
Engineering & Construction Management Division  
214 N. Hogan Street, 10<sup>th</sup> Floor  
Jacksonville, FL 32202  
(904) 255-8762  
www.coj.net

February 17, 2021

TO: Gregory W. Pease, Chairman  
Professional Services Evaluation Committee

THRU: John P. Pappas, P.E. *John P. Pappas*  
Director

FROM: William J. Joyce, P.E. *William J. Joyce*  
Director of Operations

Steven D. Long, Jr. P.E. *Steven D. Long, Jr.*  
Chief, Right-of-Way and Stormwater Management

SUBJECT: P-20-20 Professional Engineering Services for Broward Road from Interstate  
Center Drive to 1,250 Feet North

The subcommittee received twelve (12) proposals for evaluation for the subject project. Eleven (11) were found to be responsive, interested, qualified and available to provide the services required by the RFP. One was considered non-responsive. They were disqualified because while they listed a local address, they failed to provide a local business license.

The proposals were evaluated using the criteria outlined in the Purchasing Code as augmented by the RFP (see attached matrix).

Based on the above, the following firms listed alphabetically were determined to be the most qualified of those submitting proposals. The ranking of first, second, and third designates the order of qualification of these firms to perform the required services.

2. Alfred Benech and Company.
1. Construction and Engineering Services Consultants, Inc.
3. The R-A-M Professional Group, Inc.

We recommend that the above list be forwarded to the Mayor for final selection.

JPP/lw

Attachment: Scoring Matrix

cc: Lori West, PW Contract Specialist

Evaluation Matrix

EVALUATION SCALE \_\_\_\_\_ 20

PROJECT NO P-20-20

PROJECT TITLE Professional Engineering Services for Biward Road from Inletville Center Drive to 1,250 North

EXTREMELY QUALIFIED

QUALIFIED

FIRM	COMPETENCE	CURRENT WORKLOAD	FINANCIAL RESPONSIBILITY	ABILITY TO OBSERVE COMPLIANCE WITH PLANS	PROFESSIONAL ACCOMPLISHMENT RECORD	PROXIMITY TO PROJECT	Part & Present Demobilized Ability to Staff Current and A District Market Price	ABILITY TO DESIGN AN APPROACH AND WORK PLAN	Weights to meet Time & Budget	VOLUME OF CURRENT AND PRIOR WORK FOR USING AGENCIES	OVERALL
MAXIMUM POINTS	10	10	5	10	5	10	10	20	10	10	100
RAM Professionals Group	7.75	6.50	2.00	8.00	4.50	10.00	8.00	16.50	6.50	9.00	78.75
C&ES	7.75	5.50	2.00	7.78	4.50	10.00	10.00	15.50	8.00	9.00	80.03
CHW	6.75	6.75	3.00	5.50	5.00	1.50	8.00	13.50	9.00	9.00	68.80
Banesh	8.00	6.75	5.00	6.00	5.00	4.00	9.00	15.00	8.00	9.00	79.75
Lechner	7.25	7.00	5.00	9.50	5.00	2.00	6.00	17.00	8.00	10.00	77.75
Prosser	5.25	5.50	3.00	8.00	5.00	10.00	7.00	15.50	9.50	9.00	77.75
Pond	6.50	8.25	5.00	8.00	4.50	4.00	8.50	16.00	9.00	3.00	76.75
Baker Design Build	4.75	5.25	2.00	5.50	3.50	10.00	4.00	13.00	6.00	10.00	64.00
Walitz & Moye	6.75	5.00	2.00	6.50	4.50	10.00	6.50	18.00	6.50	9.00	75.75
Civil Services, Inc.	6.25	6.50	2.00	7.00	4.00	10.00	6.00	17.00	5.00	9.00	74.75





# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Department of Public Works  
Traffic Engineering Division  
1007 Superior Street  
Jacksonville, FL 32254  
(904) 255-7533  
www.coj.net

ONE CITY. ONE JACKSONVILLE.

**February 23, 2021**

**TO: Gregory Pease, Chairman  
Professional Services Evaluation Committee**

**FROM: Christopher W. LeDew**  
Chief of Traffic Engineering

**SUBJECT: Certification Letter for P-47-20  
Traffic Engineering Services**

Please take appropriate action to issue a Request for Proposal (RFP) for the referenced professional services.

The following information is furnished in accordance with chapter 126.302 of the City Ordinance Code.

1. The general purpose of the service or study: See attached RFP
2. The Objective of the study or services: is to make available professional serves as stated in the RFP.
3. The estimated period of time needed for the service or study: Is two years, plus two, two-year options for extension, for a maximum possible of six years
4. The estimated cost of the service or study: \$1,000,000
5. Whether the proposed study or service will not duplicate a prior or existing work.
6. List of current contracts or prior services or studies which are related to the proposed study or service: P-25-16, Traffic Engineering Services – Traffic Studies
7. A statement as to why the service/study cannot be done by department or agency staff: the Department of Public Works does not have the in-house staff to provide these services.
8. The names and telephone numbers of two representatives from the using agency designated to serve on the evaluation committee as subcommittee members:

Christopher W. LeDew, P.E.  
Chief of Traffic Engineering  
904.255-7528

Lee Durban, Traffic Studies Engineer  
Traffic Engineering  
904.255-7547



9. A project funding account number: Funding will be identified at the time purchase orders are issued for these services.
10. The names and addresses of specific consultants the using agency wishes to be included in the solicitation process: All firms who have expressed an interest in furnishing Professional Services for Traffic Engineering Services as detailed in the RFP should be notified of this RFP.
11. A signed statement to the effect the individuals responsible for developing the scope and Certification letter and the two individuals named herein to serve as Subcommittee Members, have read and understand the Procurement Manual and Procurement Committee Guidelines dated May, 2018



Christopher W. LeDew, Chief



Lee Durban, Traffic Studies Engineer

CWL/fcd




## Office of the Director/Fire Chief

### MEMORANDUM

**TO:** Greg Pease, Chairman  
Professional Services Evaluation Committee (PSEC)

**FROM:** Keith Powers, Director/Fire Chief  
Fire and Rescue Department 

April Mitchell, JFRD Administration and Finance Manager  
Fire and Rescue Department 

**RE:** P-49-20 Disaster Recovery Consulting Services for COVID-19 &  
Other Public Health Emergencies

**DATE:** February 24, 2021

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Request is made to utilize the services of Wheeler Emergency Management Consultant to provide professional services for **Disaster Recovery Consulting Services for COVID-19 & Other Public Health Emergencies**. The maximum indebtedness is \$700,000 for the initial term of the agreement which will commence upon execution of the Contract and continue for a one (1) year period, with an option to renew up to three (3) additional one (1) year renewal periods.

The funding source is as follows: 10602.122001.549040.000000.00001621.00000.0000000

Thanks for your assistance with this matter.

**Attachment(s):** Scope of Work  
Fee Sheet

**SECTION 4**  
**Description of Services and Deliverables**

**4.1 Description of Services**

The Consultant will provide assistance and support for grant management, compliance, and administrative services in connection with its applications for reimbursement from State of Florida and Federal agencies, including FEMA, HUD, for significant losses and costs incurred because of a Federally Declared Disaster or other Public Health Emergency.

In addition, the consultant will aid with compliance and audit requirements related to CARES Act funds. The type of professional services requested is very specific, which requires in-depth knowledge and expertise in the operations and procedures employed by the State of Florida, FEMA, HUD, and other Federal Agencies in their past and current applications of reimbursement and procedural processes. All work must be properly completed and accurately documented. All work must comply with FEMA's current Management Cost processes and comply with all policies and guidance documents issued by the State of Florida, FEMA, HUD, other Federal Agencies, and the Federal Register for each Federal Declaration.

**4.2 Deliverables**

1. Make recommendations and provide guidance on the City of Jacksonville recovery activities related to State and Federal COVID-19 and other Public Health Emergency programs, rules, and regulations.
2. Develop, manage, administer, and audit City of Jacksonville recovery activities related to the State and Federal COVID-19 and other Public Health Emergency assistance programs.
3. Provide credentialed staff within depth knowledge and subject matter experience working COVID-19, Public Health Emergencies, or Public Assistance programs.
4. Provide technical assistance and advisory services related to recovery from Federally Declared Disasters, to include Public Health Emergencies.
5. Develop and implement strategies designed to maximize eligible Federal and State reimbursement.
6. Provide support for strategic planning and coordination of recovery efforts for COVID-19 and other Public Health Emergencies.
7. Review contracts and purchasing documentation to ensure compliance with the "Super Circular", codified in Title 2 of the Code of Federal Regulations.
8. Attend meetings with FEMA, Florida Division of Emergency Management, and City of Jacksonville personnel.
9. Coordinate the development of Project Worksheets (PWs) and other documented versions as required for Florida Division of Emergency Management and FEMA.
10. Provide technical assistance and advisory services on the Federal and State COVID-19 and other Public Health Emergency programs.
11. Compile documentation to include records for contract expenditures, force account labor, and force account equipment for Project Worksheets.
12. Identify permit and regulatory requirements necessary for the submission of Project Worksheets.
13. Aid the City of Jacksonville departments and offices, as requested, to complete necessary documentation.
14. Participate in dispute resolution with FEMA and Florida Division of Emergency Management, including the preparation of time extensions, appeals, and responses to Requests for Information (RFI).

*Exhibit 'A'*

15. Participate in Florida Division of Emergency Management Audits, Inspector General Audits, and FEMA Single Audits.
16. Prepare grant close-out documents, files, reports, and other required documentation to ensure funding is retained.
17. Record and upload documents as required by Florida Division of Emergency Management in the Florida Public Assistance (FloridaPA.org) and the FEMA Grantee Portal.
18. Provide continuous monitoring to achieve the City of Jacksonville goal of effectively obtaining all eligible reimbursements available from FEMA and other reimbursing agencies for the damages incurred and provide a dedicated team of multi-disciplined professionals to manage and oversee all aspects of the Federal recovery process.
19. Measure and project estimated expenses and assist in consolidating information into a presentable format as required by State and Federal agencies.
20. Document all disaster volunteer activity and measure value to apply against City of Jacksonville project cost share.
21. Attend and participate in key meetings such as the applicant briefing, kickoff meeting, ad hoc State and Federal agency meetings, or others at the direction of the City of Jacksonville.
22. Document meeting minutes, key information provided by State and Federal agencies, and positions rendered to minimize re-work and loss of work product caused by personnel turnover.
23. Provide applicant briefings regarding all alternate sources of funding beyond State and Federal agencies.
24. Assist the City in gathering information for FEMA's use in project formulation.
25. Prepare preliminary cost estimates and project scope formulation.
26. Review projects estimates as written by FEMA to ensure completion and accuracy.
27. Prepare and enter all Request for Reimbursements (RFR's), quarterly reports, and supporting documentation into the Florida Division of Emergency Management at FloridaPA.org
28. Compile detailed reports to document any City of Jacksonville, consultant, or contractor hours and expenses classified as Direct Administrative Costs (DAC) and eligible for reimbursement.
29. Review the City of Jacksonville insurances policies to ensure compliance with the FEMA Public Assistance Program.
30. Prepare and collaborate with the City of Jacksonville Risk Management on insurance claims.
31. Review Eligibility Assessments made by FEMA or Florida Division of Emergency Management that may affect the City of Jacksonville projects.
32. Prepare all correspondence and supporting documentation for the appeals process for any eligibility or other rulings not in favor of the City of Jacksonville.
33. Assist in all Federal and State Project Closeout processes.
34. Assist with Environmental and Historic Preservation (EHP) process, documentation, and approvals required for any projects.
35. Assist with compliance and audit requirements related to CARES Act funds.

Exhibit 'A'

Form 1  
PRICE SHEET

NAME OF CONSULTANT Wheeler Emergency Management Consulting, LLC

Proposal Number P-49-20

SCHEDULE OF PROPOSED PRICES/RATES

1. The price set for each item is a "firm fixed" price, and inclusive of all labor, supervision, materials, supplies, equipment, tools, transportation, lodging, handling, assessments, fees, and taxes.
2. The contractor is not exempt from the Florida Sales Tax on materials or services.
3. Charges are based on hours worked, the fully loaded hourly direct labor rates are:

Principal (Partner or Senior Officer):	\$ <u>275.00</u> hr.
Senior Consultant (Project Manager)	\$ <u>195.00</u> hr.
Consultant:	\$ <u>170.00</u> hr.
Junior Consultant:	\$ <u>145.00</u> hr.
Program and other Administrative Support:	\$ <u>60.00</u> hr.

  
Signature

President

Title

Wheeler Emergency Management Consulting, LLC

Company Name

Date

1/25/2021



*F.V. hit 'B'*