

PUBLIC NOTICE
"SPECIAL" PSEC AGENDA
PROFESSIONAL SERVICES EVALUATION COMMITTEE MEETING
Thursday, September 2, 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://us02web.zoom.us/j/86268415008?pwd=UjBibGkzRuemYrdHRhRW5GJ3BkdjZz09>
Meeting ID: 862 6841 5008
Passcode: 657328

Committee Members: Gregory Pease, Chairman
 Paul Barrett, Treasury
 Harry Wilson, OGC

| <i>Sulcommittee Members</i> | <i>ITEM #</i> | <i>TITLE & ACTION</i> | <i>MOTION</i> | <i>CONTRAL EXP</i> | <i>OUTCOME</i> |
|----------------------------------|---------------|--|---|--------------------|----------------|
| Stephanie Burch Dawn Lockhart | SS-9649-21 | Contract Amendment No. 1 Florida Housing Coalition Office of the Mayor | That the contract between the City of Jacksonville and Florida Housing Coalition for the provision of the Community Land Trust Implementation Consulting Services be amended to authorize the revised Scope of Services and fee schedule enclosed herein and authorize an increase in the maximum indebtedness by \$36,000 to a new total maximum indebtedness of \$206,000. 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. | | |
| Tracy Flynn Michelle Montford | P-42-18 | Contract Amendment No. 3 Workers Compensation and Casualty Claims Review Finance and Administration Department/Risk Management Division | That Contract No. 9429-03 between the City of Jacksonville and Siver Insurance Consultants for Workers' Compensation and Casualty Claims Review be amended to (i) exercise the third (3rd) of four (4) renewal options extending the period of service from October 1, 2021 to September 30, 2022, with one (1) renewal option remaining; (ii) the fee for the Services for CY 2021 is \$45,000; thereby (iii) increasing the maximum indebtedness to the City by \$45,000.00 to a new not-to-exceed total maximum of \$135,000.00. All other terms and conditions remain the same. | | |
| Barl Laird Kevin Goff | P-27-21 | Introduce & Review Scope Police Lieutenant, Police Sergeant, Corrections Lieutenant & Implementations Jacksonville Sheriff's Office (JSO) | 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 Counsel appropriate to clarify the intent of the using agency and to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws. | | |

| | | | |
|---|----------------|--|--|
| <p>Sieve Long William Joyce</p> | <p>P-28-15</p> | <p>Contract Amendment No. 6 Countywide Program Management Services for Resurfacing and New Sidewalk Construction Department of Public Works/Right-of-Way & Stormwater Maintenance Division</p> | <p>That Contract No. 7420-12 between the City of Jacksonville and Eisman and Russo, Inc., for Countywide Program Management Services for Resurfacing and New Sidewalk Construction be amended to: (i) extend the period of service from September 30, 2021, through December 31, 2021; and (ii) increase the maximum indebtedness by \$400,506.10 to a new not-to-exceed maximum of \$7,084,256.22. All other terms and conditions as previously amended 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.</p> |
| <p style="text-align: center;">Meeting Adjourned:</p> | | | |



ONE CITY. ONE JACKSONVILLE

City of Jacksonville, Florida

Lenny Curry, Mayor

City Hall at St. James
117 W. Duval, Suite 400
Jacksonville, Florida 32202
(904) 630-CITY
www.coj.net

MEMORANDUM

DATE: August 30, 2021

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

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

SUBJECT: Contract Increase – Florida Housing Coalition

58-9649-21 AMS#1

The Mayor's Office is requesting an increase to the Florida Housing Coalition ("FHC"), Contract #70732-21, Purchase Order 615479-21, in the amount of \$36,000.00. The increase will cover the expenses of FHC writing the business plan for the Community Land Trust (CLT) program for development of permanently affordable properties.

Originally, the Local Initiatives Support Corporation (LISC) was to provide the business plan for the CLT. LISC was unable to create the business plan in a timely manner to ensure this program continued. Therefore, FHC will be writing the business plan and the City desires to update the Scope of Services and Fee Schedule with the attached Scope and Fee Schedule to reflect the same.

The account string for the increase is Fund 11601, Center 174107, Account 531090, Project 000000, Activity 00001342, Interfund 00000, Future 0000000 for a new not to exceed of \$206,000.00.

We are requesting this increase to the FHC contract be placed on the September 2nd Professional Services Evaluation Committee (PSEC).

Attachments: Amended Scope and Fee Schedule, Contract and PSEC award

CC: Dawn Lockhart, Director of Strategic Partnerships
Chiquita Moore, Operations Director, Neighborhoods Department
Tom Daly, Division Chief, Housing & Community Development

Exhibit "A"
Scope of Services and Fee Schedule

Deliverables, Timeline and Budget Payment

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

- Establish a 501(c)(3) to operate as the Jacksonville CLT in collaboration with the City and the Jessie Ball duPont Fund. (This deliverable is paid for by a grant from Wells Fargo.)
- Coalition provides a webinar presentation detailing the CLT framework.

Phase 1a – Formation of Community Land Trust Program, Business Plan - within 12 months of contract execution:

- Create a business plan for the CLT's first three years of operations.
- Assess and recommend reasonable revenue and expenses projections over a three-year period.
- Determine appropriate management, staffing and oversight structure.
- Analyze market conditions to determine redevelopment costs, market demand and potential public investment opportunities to encourage overall redevelopment activity
- Assess the opportunity to attract properties beyond city surplus land for the CLT.
- Complete a three-year operating budget for the CLT.
- Identify appropriate internal and external management and tracking systems for maintenance and disposition of CLT properties

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

- Provide best practices training for operation of 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.
- 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 City 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.
- Coalition provides a webinar presentation detailing the progress of this project.
- Prepare report.

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

- Assess the pipeline of incoming properties.
- Evaluate the locations and types of properties and address the scale of properties

that may become available to develop the CLT framework with the capacity to manage not only held properties but future acquisitions.

- 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.
- 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.
- Coalition provides a webinar presentation detailing the progress of this project.
- Prepare final report.

**Note: Assistance with the formation of the CLT will be provided as a service to the City of Jacksonville 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: \$206,000, which includes all labor and travel expenses, over the course of two years.

| Jacksonville Community Land Trust Program | | | |
|---|---|--|--|
| Task/Item | Deliverables | Timeframe | Budget |
| Contract Execution | | | |
| Phase 1: Form CLT program | Establish a CLT line of business within Jacksonville LISC Provide webinar presentation detailing program design | First four months of project | (\$10,000) (Wells Fargo Grant received by FHC pays this line item) |
| Phase 1a: Prepare Business Plan | Create a business plan for the CLT's first three years of operations. | Within 12 months of contract execution | \$36,000 |
| Phase 2: Initiation of operations of CLT Surplus Land Program | 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 |

| | | | |
|---|---|--|-----------------|
| Phase 3: Program Operation and Stabilization | 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 |
| Total Project Cost* | \$206,000 | | |

** Includes staff labor and travel expenses. Additional services requested are billed at \$150 per hour inclusive of all personnel and travel expenses.*

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@coi.net) and Contractor's Contract Manager is Ashon Nesbitt, (telephone: 813-476-4170; email: 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]

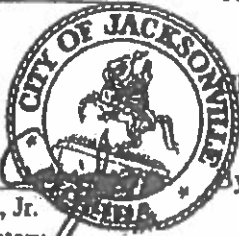
Print Name: Mark A. HENDRICKSON

Print Name: Jamie A Ross

Title: Board Member

Title: CEO & President

ATTEST:



CITY OF JACKSONVILLE

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

By: [Signature]
Leriny Curry Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Leriny 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-1615419-21

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

TO: | **City of Jacksonville**
Bryan Mosier
Director Neighborhoods Department
BMosier@coj.net

FROM: | **Florida Housing Coalition**
Jaimie Ross
President & CEO
Mobile : 850.212.0587
ross@flhousing.org

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

DATE: | **March 5, 2020**



Project Description

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

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

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

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 |
| Contract Execution | | | \$10,000 |
| Phase 1: Form CLT program | 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 |
| Phase 2: Initiation of operations of CLT Surplus Land Program | 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 |
| Phase 3: Program Operation and Stabilization | 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 |
| Total Project Cost | Includes staff labor and travel expenses. Additional services requested are billed at \$150 per hour inclusive of all personnel and travel expenses. | | \$170,000 |

Relevant Experience

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.



Bank of America | **DOVA Compass**

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



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.



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.



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.



Florida Housing Coalition
1311 N. Paul Russell Road, B-201
Tallahassee, FL 32301
Phone | 850.878.4219
Website | 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.



Lenny Curry, Mayor

Division of Insurance and Risk Management
117 West Duval Street
Suite 335
Jacksonville, FL 32202
(904) 255-5310
www.coj.net

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

Date: August 26, 2021

To: Gregory Pease, Chairman
Professional Services Evaluation Committee

From: Tracy Flynn, Risk Manager 

Michelle Montford, Risk Management Claims Systems & Compliance Manager



Subject: P-42-18 Workers Compensation and Casualty Claims Review, 3rd Contract Renewal

The current term for the contract 9429-03 with Siver Insurance Consultants., for Workers' Compensation and Casualty Claims Review is from October 1, 2020 to September 30, 2021. Risk Management is exercising the third of four one-year renewal options for the period October 1, 2021 to September 30, 2022 with a one-year renewal options remaining. The maximum indebtedness to the City will be a not-to-exceed amount of \$45,000.00 to a new maximum indebtedness of \$180,000.00. The FY 22 fee for services October 1, 2021 to September 30, 2022, is described in Exhibit "B" in the table "Schedule of Proposed Prices/Rates". All other terms and conditions shall remain the same.

Accordingly, it is requested, that the City Contract No. 9429-03, with Siver Insurance Consultants. for Workers' Compensation and Casualty Claims Review (i) be renewed for the term October 1, 2021 to September 30, 2022. The fee for the Services October 1, 2021 to September 30, 2022 as described in Exhibit B, in the table "Schedule of Proposed Prices/Rates". (ii) Increase the maximum indebtedness to the City by a not to exceed amount of \$45,000.00 for a new total maximum indebtedness of \$180,000.00. All other terms and conditions remain the same.

Thank you for your consideration in this matter.

Attachments:



City of Jacksonville, Florida

Lenny Curry, Mayor

Division of Insurance and Risk Management
117 West Duval Street
Suite 335
Jacksonville, FL 32202
(904) 255-5310
www.coj.net

ONE CITY. ONE JACKSONVILLE.

Siver Insurance Consultants., acknowledgement
Exhibit "B" Contract Fee Schedule

Exhibit B

Form 1 - Price Sheet

NAME OF CONSULTANT E. W. Sivar & Associates, Inc. dba Sivar Insurance Consultants

Proposal Number P-42-18 Workers' Compensation and Casualty Claims Review Services

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee Pricing: Annual fixed amount must account for all services listed in this RFP. Any services not listed with separate pricing or as deviations on Form 6 will be considered included in the fixed amount.

| | Term | Annual Fixed Price |
|--|---|--|
| Claims Review only (including all Travel Expenses) | One (1) year with (4) additional (1) year periods | \$45,000 |
| Alternative Hourly Rate per staff level | One (1) year with (4) additional (1) year periods | \$220/hour - Sr. Consultants \$150/hour - Consultants |

2. Other Direct Project Costs not included in above fixed pricing (please specify)

n/a

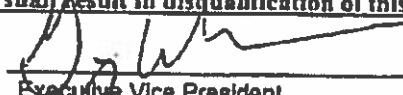
I certify that the information in this form is true and accurate.

Failure to sign this form shall result in disqualification of this proposal.

Responder's Signature

Title

Date



Executive Vice President

September 4, 2018

*Insurance
Consultants*
SIVER

801 94th Avenue N., Suite 202
St. Petersburg, Florida 33702-2407
Post Office Box 21343
St. Petersburg, Florida 33742-1343
Telephone: (727) 577-2780

Email: gerickson@siver.com

August 26, 2021

SENT BY EMAIL

Ms. Tracy Flynn
Chief of Risk Management
City of Jacksonville
117 W. Duval Street, Suite 335
Jacksonville, FL 32202

**Subject: Service Contract for Workers' Compensation and Casualty Claim Review
One Year Contract Extension Proposal**

Dear Ms. Flynn:

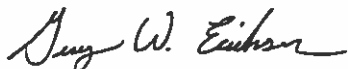
The purpose of this letter is to formally advise you that Siver Insurance Consultants ("Siver") is ready, willing and able to enter into a one-year extension of our Agreement with the City of Jacksonville ("the City"), pursuant to the terms and conditions of the Services Contract between the City and Siver for Workers' Compensation and Casualty Claim Review.

As we understand it, the one-year extension would be effective from October 1, 2021 through September 30, 2022. Siver is willing to agree to continue our current, in-force billing rates with the City for the period of the one-year extension.

We look forward to working for the City in the upcoming year.

Very truly yours,

SIVER INSURANCE CONSULTANTS



George W. Erickson, JD, CPCU, LLM
Executive Vice-President



Jacksonville Sheriff's Office

MIKE WILLIAMS, SHERIFF

Serve • Protect • Community

To: Gregory Pease, Chairman
Professional Services Evaluation Committee

Thru: Bill Clement, CPA
Chief of Budget

From: Kevin Goff
Chief of Human Resources

Subject: Request for PSEC for Police Lieutenant, Police Sergeant, Corrections Lieutenant, and Corrections Sergeant Promotional Process Development and Implementation

Date: July 23, 2021

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.
Police Lieutenant, Police Sergeant, Corrections Lieutenant, and Corrections Sergeant Promotional Process Development and Implementation.
2. The objective of the service/study.
The objective of the services is to develop certified promotional lists for the positions of Police Lieutenant, Police Sergeant, Corrections Lieutenant and Corrections Sergeant.
3. The estimated period of time needed for the service or study.
The estimated time for completion of the service is one year from the date of contract execution with four (4) one (1) year renewal options.
4. The estimated cost of the service or study.
The anticipated cost is approximately \$550,000.00.
5. Whether the proposed study or service would duplicate a prior or existing study or service.
P-21-16 Police Lieutenant & Police Sergeant Promotional Process Development and Implementation

jassheriff.org

500 E. Bay Street, Jacksonville, FL 32202

6. List of current contracts or prior services or studies, which are related to the proposed study or service.
This service was performed previously by Industrial/Organizational Solutions (IOS) P-21-16
7. A statement as to why the service/study cannot be done by department or agency staff.
The City does not have an Industrial Psychologist on staff with the requisite experience to develop and implement a promotional assessment center examination for the anticipated number of candidates.
8. The names and telephone numbers of two representatives from the using agency designated to serve on the evaluation committee as subcommittee members.
Bart Laird – 630-5899
Chief Kevin Goff – 630-1206
9. A project funding account number.
00111.541201.531090.000000.00000000
10. The names and addresses of specific consultants the using agency wishes to be included in the solicitation process.
See attached list.
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


Bart Laird

Sr. Manager of Human Resources - ISO
Title


Kevin Goff

Chief of Human Resources - ISO
Title

Attachments: Proposal, List of consultants



ONE CITY. ONE JACKSONVILLE

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Right of Way & Stormwater Maintenance Division
609 St. Johns Bluff Road
Jacksonville, FL 32225
(904) 472-2900
www.coj.net

August 20, 2021

MEMORANDUM

TO: Greg Pease, Chief, Procurement Division

THRU: John P. Pappas, P.E., Director of Public Works

FROM: Steven D. Long, Jr., P.E. Chief,
Right of Way and Stormwater Maintenance Division

RE: Bid #P-28-15; Countywide Program Management Services for Resurfacing and New Sidewalk Construction
Amendment #6, Contract #7420-12
Current Contract Amount \$6,683,750.12

The services for Contract #7420-12 are set to expire on September 30, 2021, however, the RFP for selecting a successful consultant is still in process and has to go through the PSEC process for selecting the highest-ranking consultant, negotiate the scope and fee with the successful consultant, go back to PSEC for approval of scope and fee and go through the contract process.

We therefore recommend that Contract #7420-12 between the City of Jacksonville and Eisman and Russo, Inc., for Countywide Program Management Services for Resurfacing and New Sidewalk be extended from September 30, 2021 through December 31, 2021, and amended to increase the maximum indebtedness for the contract by \$400,506.10 to cover the extended length of service per the attached Contract Fee Summary Form (Exhibit K) for a new not-to-exceed amount of \$7,084,256.22.

Work will be performed under purchase orders issued for the projects, and funding should be encumbered from accounts generated during the budget process that takes effect on October 1, 2021.

Please contact Steve Long or Joel Troupe with any questions. Thank you for your assistance.

SL/jt

Cc: Joel Troupe/Contract Construction Manager

SL



*Countywide Program Management
For Resurfacing and New Sidewalk Construction*

August 19, 2021

Mr. Steve Long, P.E.
Right of Way and Stormwater Maintenance Division
City of Jacksonville
609 St. Johns Bluff Road North
Jacksonville, FL 32225

Re: Engineering Services for Countywide Program Management
For Resurfacing and Sidewalk Construction
City Contract # 7420-12; Fee Proposal Extension from 9/2021 to 12/2021

Dear Mr. Long:

EISMAN & RUSSO is pleased to submit the attached proposal to provide Program Management Services under City Contract #7420-12 to extend the time and fee from the end of September 2021 to end of December 2021. We propose to maintain the same scope of services defined in Exhibit "A" of the original contract for both resurfacing and new sidewalk construction.

Attached for your consideration is the proposed Contract Fee Summary (Exhibit K) to provide Program Management Services for the period from October 1, 2021 through December 31, 2021. This document summarizes our cost and manpower requirements necessary to provide services for a three (3) month period. This manpower is based on providing Engineering Services for any street resurfacing and new sidewalk construction projects requested by the City's Right of Way and Stormwater Maintenance Division for the Countywide Program Management Services for Resurfacing and New Sidewalk Construction. Please note, there is no price increase in the hourly rates.

If the foregoing meets with your approval, we would appreciate your initiating the contract renewal process through the City's Professional Services Evaluation Committee.

Please feel free to contact me with any questions.

Sincerely,
EISMAN & RUSSO, INC.

Antonio J. Mahfoud, P.E.
President

Attachment

**Eisman
&RUSSO**
CONSULTING ENGINEERS

"EXHIBIT K"

| CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION CITY OF JACKSONVILLE, FLORIDA | | | | |
|---|----------------------------|--------------------|-------------------------------------|--------------------|
| PART I - GENERAL | | | | |
| 1. Project Countywide Program Mgmt., Resurfacing & New Sidewalk | | | 3. Contract Number REF # P-28-15 | |
| 2. Name of Consultant Eisman & Russo, Inc. | | | 4. Proposal Date 08/19/21 | |
| PART II - LABOR RELATED COSTS | | | | |
| 5. Direct Labor | Hourly Rate | Estimated Hours | Estimated Cost | Contract Amount |
| Program Manager | \$49.68 | 30.0 | \$1,490.40 | |
| Engineer - Registered | \$43.00 | 30.0 | \$1,290.00 | |
| Engineer - Non-Registered | \$25.00 | 20.0 | \$500.00 | |
| Document Control Manager | \$31.00 | 500.0 | \$15,500.00 | |
| Utility Coordinator | | | \$0.00 | |
| CADD Operator | \$25.00 | 240.0 | \$6,000.00 | |
| Senior Inspector | \$26.00 | 2,230.0 | \$57,980.00 | |
| Inspector | \$22.00 | 1,500.0 | \$33,000.00 | |
| Asphalt Plant Inspector | | 0.0 | \$0.00 | |
| Clerical | \$13.00 | 10.0 | \$130.00 | |
| TOTAL DIRECT LABOR | | 4,560 Hours | | \$115,890.40 |
| 6. Overhead (Combined Fringe Benefit & Administrative) | | | | |
| Overhead Rate | 150 % x Total Direct Labor | | | \$173,835.60 |
| 7. SUBTOTAL: Labor + Overhead (Items 5 & 6) | | | | \$289,726.00 |
| 8. PROFIT: Labor Related Costs (Item 7) x 10% | | | | \$28,972.60 |
| PART III - OTHER COSTS | | | | |
| 9. Miscellaneous Direct Costs | | | | |
| Transportation | \$ | | 12,075.00 | |
| Phone/Communication | \$ | | 1,200.00 | |
| Computer Equipment/Software | \$ | | 2,500.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | | | \$15,775.00 |
| 10. SUBCONTRACTS (Limiting Amount) | | | | |
| Inspection/GIS (CSI/Geogrametrics) JSEB | \$ | | 34,210.00 | |
| Inspection (RDBG) JSEB | \$ | | 31,822.50 | |
| SUB-CONTRACT SUB-TOTAL | | | | \$66,032.50 |
| TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10) | | | | \$400,506.10 |
| 11. REIMBURSABLE COSTS (Limiting Amount) | | | | |
| | | | | \$ 0.00 |
| SUB-TOTAL REIMBURSABLES | | | | \$0.00 |
| PART IV - SUMMARY | | | | |
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11) | | | | \$400,506.10 |
| PREVIOUS CONTRACT AMOUNT | | | | \$6,683,750.12 |

8/19/2021

"EXHIBIT K"

| CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION | | | | |
|--|-------------|------------------|-------------------------------------|-----------------|
| CITY OF JACKSONVILLE, FLORIDA | | | | |
| PART I - GENERAL | | | | |
| 1. Project Countywide Program Mgmt., New Sidewalk Only | | | 3. Contract Number REF # P-28-15 | |
| 2. Name of Consultant Eisman & Russo, Inc. | | | 4. Proposal Date 08/19/21 | |
| PART II - LABOR RELATED COSTS | | | | |
| 5. Direct Labor | Hourly Rate | Estimated Hours | Estimated Cost | Contract Amount |
| Program Manager | \$49.68 | 0.0 | \$0.00 | |
| Engineer - Registered | \$43.00 | 0.0 | \$0.00 | |
| Engineer - Non-Registered | \$25.00 | 0.0 | \$0.00 | |
| Document Control Manager | \$31.00 | 20.0 | \$620.00 | |
| Utility Coordinator | | 0.0 | \$0.00 | |
| CADD Operator | \$25.00 | 0.0 | \$0.00 | |
| Senior Inspector | \$26.00 | 250.0 | \$6,500.00 | |
| Inspector | \$22.00 | 0.0 | \$0.00 | |
| Asphalt Plant Inspector | | 0.0 | \$0.00 | |
| Clerical | \$13.00 | 0.0 | \$0.00 | |
| TOTAL DIRECT LABOR | | 270 Hours | | |
| 6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate 150 % x Total Direct Labor | | | | \$10,680.00 |
| 7. SUBTOTAL: Labor + Overhead (Items 5 & 6) | | | | \$17,800.00 |
| 8. PROFIT: Labor Related Costs (Item 7) x 10% | | | | \$1,780.00 |
| PART III - OTHER COSTS | | | | |
| 9. Miscellaneous Direct Costs | | | | |
| Transportation | | | \$ 500.00 | |
| Phone/Communication | | | \$ 150.00 | |
| Computer Equipment | | | \$ 0.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | | | \$650.00 |
| 10. SUBCONTRACTS (Limiting Amount) | | | | |
| Inspection/GIS (CSI/Geogrametrics) JSEB | | | \$ 0.00 | |
| Inspection (RDBG) JSEB | | | \$ 0.00 | |
| SUB-CONTRACT SUB-TOTAL | | | | \$0.00 |
| TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10) | | | | \$20,230.00 |
| 11. REIMBURSABLE COSTS (Limiting Amount) | | | | |
| SUB-TOTAL REIMBURSABLES | | | | \$0.00 |
| PART IV - SUMMARY | | | | |
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11) | | | | \$20,230.00 |

8/19/2021

**CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA**

| PART I - GENERAL | | | | |
|---|-------------|-----------------|-------------------------------------|--------------------|
| 1. Project Countywide Program Mgmt., Resurfacing & New Sidewalk | | | 3. Contract Number REF # P-28-15 | |
| 2. Name of Consultant CSI Geo, Inc. | | | 4. Proposal Date 08/19/21 | |
| PART II - LABOR RELATED COSTS | | | | |
| 5. Direct Labor | Hourly Rate | Estimated Hours | Estimated Cost | Contract Amount |
| Program Manager | \$49.68 | | \$0.00 | |
| Engineer - Registered | \$43.00 | | \$0.00 | |
| Engineer - Non-Registered | \$25.00 | | \$0.00 | |
| Document Control Manager | \$31.00 | | \$0.00 | |
| CADD Operator | \$25.00 | | \$0.00 | |
| Senior Inspector | \$26.00 | | \$0.00 | |
| Inspector | \$22.00 | | \$0.00 | |
| Asphalt Plant Inspector | \$20.50 | 320.0 | \$6,560.00 | |
| Clerical | \$13.00 | | \$0.00 | |
| TOTAL DIRECT LABOR | | 320 Hours | | \$6,560.00 |
| 6. Overhead (Combined Fringe Benefit & Administrative) | | | | |
| Overhead Rate | | | 150 % x Total Direct Labor | \$9,840.00 |
| 7. SUBTOTAL: Labor + Overhead (Items 5 & 6) | | | | \$16,400.00 |
| 8. PROFIT: Labor Related Costs (Item 7) | | | x 10% | \$1,640.00 |
| PART III - OTHER COSTS | | | | |
| 9. Miscellaneous Direct Costs | | | | |
| Transportation | | | \$ 0.00 | |
| Phone/Communication | | | \$ 0.00 | |
| Lap Top Computers | | | | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | | | \$0.00 |
| 10. SUBCONTRACTS | | | | |
| Geogrametric | | | \$ 16,170.00 | |
| SUB-CONTRACT SUB-TOTAL | | | | \$16,170.00 |
| TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10) | | | | \$34,210.00 |
| 11. REIMBURSABLE COSTS (Limiting Amount) | | | | |
| SUB-TOTAL REIMBURSABLES | | | \$ | \$0.00 |
| PART IV - SUMMARY | | | | |
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11) | | | | \$34,210.00 |

**CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA**

| PART I - GENERAL | | | | |
|--|-------------|------------------------------------|----------------|-----------------|
| 1. Project Countywide Program Mgmt., Resurfacing & New Sidewalk | | 3 Contract Number REF # P-28-15 | | |
| 2. Name of Consultant RDBG | | 4 Proposal Date 08/19/21 | | |
| PART II - LABOR RELATED COSTS | | | | |
| 5. Direct Labor | Hourly Rate | Estimated Hours | Estimated Cost | Contract Amount |
| Program Manager | \$49.68 | | \$0.00 | |
| Engineer - Registered | \$43.00 | | \$0.00 | |
| Engineer - Non-Registered | \$25.00 | | \$0.00 | |
| Document Control Manager | \$31.00 | | \$0.00 | |
| Utility Coordinator | | | \$0.00 | |
| CADD Operator | \$25.00 | | \$0.00 | |
| Supervisor | | | \$0.00 | |
| Senior Inspector | \$26.00 | | \$0.00 | |
| Inspector | \$22.00 | 495.0 | \$10,890.00 | |
| Asphalt Plant Inspector | | | \$0.00 | |
| Clerical | \$13.00 | | \$0.00 | |
| TOTAL DIRECT LABOR | | 495 Hours | | |
| 6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate 150 % x Total Direct Labor | | | | \$16,335.00 |
| 7. SUBTOTAL: Labor + Overhead (Items 5 & 6) | | | | \$27,225.00 |
| 8. PROFIT: Labor Related Costs (Item 7) x 10% | | | | \$2,722.50 |
| PART III - OTHER COSTS | | | | |
| 9. Miscellaneous Direct Costs | | | | |
| Transportation | | | \$ 1,725.00 | |
| Phone/Communication | | | \$ 150.00 | |
| Lap Top Computers | | | | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | | | \$1,875.00 |
| 10. SUBCONTRACTS | | | | |
| SUB-CONTRACT SUB-TOTAL | | | | \$0.00 |
| TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10) | | | | \$31,822.50 |
| 11. REIMBURSABLE COSTS (Limiting Amount) | | | | |
| SUB-TOTAL REIMBURSABLES | | | | \$0.00 |
| PART IV - SUMMARY | | | | |
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11) | | | | \$31,822.50 |

GIS System

Geogrametric - October 2020 - September 2021

| | | |
|-----------------------|---------------------|---------------------------|
| Hosting | (\$1,200 per month) | \$3,600.00 |
| System Administration | (\$1,100 per month) | \$3,300.00 |
| Software Maintenance | (\$1,500 per month) | \$4,500.00 |
| Project Manager | (\$1,100 per month) | \$3,300.00 |
| Management Fee - 10% | | \$1,470.00 |
| Miscellaneous | | \$0.00 |
| | Total | <u>\$16,170.00</u> |

Eisman & Russo, Inc
 Program Manager for Resurfacing Project

| Expenses | E&R | CSI | RDBG | Total |
|----------------------------------|-------------|--------|------------|-------------|
| Vehicle | \$12,075.00 | \$0.00 | \$1,725.00 | \$13,800.00 |
| 1000 miles per month | | | | |
| \$0.575 per mile (2020 IRS rate) | | | | |
| 3 months | | | | |
| 8 Vehicles | 7 | 0 | 1 | 8.0 |
| Computer Software | \$2,500.00 | | | \$2,500.00 |
| Phone | | | | |
| \$50 per month | \$1,200.00 | \$0.00 | \$150.00 | \$1,350.00 |
| 3 months | | | | |
| 9 phones | 8 | 0 | 1 | 9 |
| | \$15,775.00 | \$0.00 | \$1,875.00 | \$17,650.00 |