

RESOLUTION 2017-10-07

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) APPROVING TO THE PROPOSED FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDIGN BY AND BETWEEN THE JACKSONVILLE TRANSPORTATION AUTHORITY AND THE DOWNTOWN INVESTMENT AUTHORITY, DATED APRIL 1, 2016; AUTHORIZING THE CEO OF THE DIA TO EXECUTE ALL DOCUMENTS NEEDED TO EFFECUATE THE AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Downtown Investment Authority (“DIA”) has been designated by the City of Jacksonville as the Community Redevelopment Agency (“CRA”) for community redevelopment areas within the boundaries of Downtown pursuant to Ordinance 2012-364-E, and further granted authorities via Ordinance 2014-0560; and

WHEREAS, pursuant to DIA Resolution 2015-12-01 (attached as Exhibit A to this Resolution) the DIA and JTA entered into an MUO (the “MOU”) related to the procurement and costs sharing for the La Villa Neighborhood development strategy (the “La Villa Strategy”); and

WHEREAS, The MUO as entered into on April 1, 2016 requires some revisions and changes to allow for the procurement and costs sharing of the La Villa Strategy to meet both the City of Jacksonville and JTA procurement requirements; and

WHEREAS, the DIA and JTA propose to amend and modify the MOU as described in the proposed First amendment to the Memorandum of Understanding by and Between the Jacksonville Transportation Authority and the Downtown Investment Authority (the “First Amendment to the MOU”) (attached as Exhibit B to this Resolution); **NOW THEREFORE**

BE IT RESOLVED, by the Downtown Investment Authority:

Section 1. The DIA finds that the recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. The DIA authorizes and directs the CEO to execute the proposed First Amendment to the MOU.

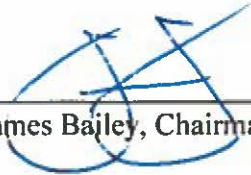
Section 3. The Effective Date of this Resolution is the date upon execution of the Resolution by the Chairman of the DIA.

SIGNATURES ON FOLLOWING PAGE

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY





James Bailey, Chairman

10/31/17
Date

VOTE: In Favor: 6 Opposed: 0 Abstained: 0

RESOLUTION 2015-12-01

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) SUPPORTING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH JTA FOR THE PURPOSES OF JOINTLY PARTICIPATING IN THE DEVELOPMENT OF A LAVILLA NEIGHBORHOOD MASTER PLAN; IDENTIFYING THE COSTS OF CONSULTING SERVICES TO BE THE RESPONSIBILITY OF JTA; IDENTIFYING THE COSTS OF CONSULTING SERVICES TO BE THE RESPONSIBILITY OF DIA; AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND OTHERWISE TAKE ALL NECESSARY ACTION IN CONNECTION THEREWITH TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Downtown Investment Authority (“DIA”) has been designated by the City of Jacksonville as the Community Redevelopment Agency (“CRA”) for community redevelopment areas within the boundaries of Downtown pursuant to Ordinance 2012-364-E, and further granted authorities via Ordinance 2014-0560; and

WHEREAS, it is the desire of the City of Jacksonville to create a vibrant and dynamic downtown; and

WHEREAS, the LaVilla neighborhood is located within Downtown Jacksonville and within the boundaries of the BID, inclusive of the CRA Plans for Downtown Jacksonville; and

WHEREAS, the City owns large amounts of the vacant lands that were created by the razing of structures in 1993; and

WHEREAS, the DIA via Resolution 2015-09-05 approved a Scope of Services relating to the development of a LaVilla Neighborhood Master Plan; and

WHEREAS, as part of the aboverferenced Scope of Services there are elements specifically relating to transportation; and

WHEREAS, JTA desires to pay for those particular services within the Scope of Services that relate to transportation; and

WHEREAS, DIA desires to pay for those particular services within the Scope of Services that to not relate to transportation, now therefore

BE IT RESOLVED, by the Downtown Investment Authority:

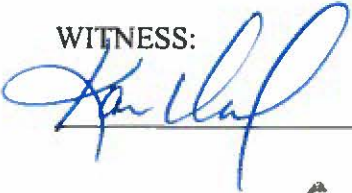
Section 1. The DIA finds that the recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. The Parties shall split the costs of the Consultant with the DIA being responsible for all costs, expenses and liabilities arising out of the Land Use and Transportation Planning Consulting Agreement that relates to land use, and the JTA being responsible for all costs, expenses and liabilities arising out of the Land Use and Transportation Planning Consulting Agreement that relates to transportation. The Parties will mutually agree in writing as to which Consultant costs, expenses and liabilities each will be responsible for before the procurement for the Consultant.

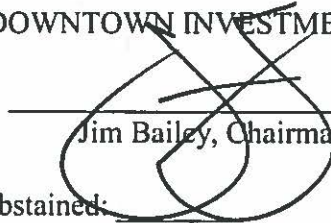
Section 3. The DIA authorizes the Chief Executive Officer to execute a Memorandum of Understanding/Technical Assistance Program Agreement and otherwise take all necessary actions to that end.

Section 4. The Effective Date of this Resolution is the date upon execution of the Resolution by the Chairman of the DIA.

WITNESS:



DOWNTOWN INVESTMENT AUTHORITY



Jim Bailey, Chairman

VOTE: In Favor: 6 Opposed: 0 Abstained: _____

FORM APPROVED BY:

Office of General Counsel

**FIRST AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE JACKSONVILLE TRANSPORTATION AUTHORITY and
THE DOWNTOWN INVESTMENT AUTHORITY**

THIS FIRST AMENDMENT to the Memorandum of Understanding ("MOU"), is made and entered into this 9th day of November, 2017, by and between the **JACKSONVILLE TRANSPORTATION AUTHORITY** (the "Authority" or the "JTA"), a body politic and corporate created pursuant to Part II, Chapter 349, Florida Statutes, whose primary business address is 121 West Forsyth Street, Suite 200, Jacksonville, FL 32202, and **DOWNTOWN INVESTMENT AUTHORITY**, for and on behalf of the City of Jacksonville, pursuant to Chapter 55 Part 3, Ordinance Code whose principle business address is City Hall, 117 W. Duval Street, Jacksonville, FL 32202 (the "DIA"). The Authority and the DIA may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, the Authority and the DIA entered into that certain MOU as of April 1, 2016 (the "Original Agreement");

WHEREAS, the Authority and the DIA desire to amend the Original Agreement by entering into this First Amendment as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. MODIFICATIONS

- a. Section 2(c) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

Description of the Procurement. The DIA, through the City, shall advertise for proposals on behalf of the Parties, for a Consultant to provide services to the Parties in accordance with the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. Subject to the terms and conditions of this MOU, DIA and JTA shall procure such Consultant services in accordance with all applicable laws and the Parties normal policies and procedures; provided, however, that:

- a. The Parties will cooperate in good faith in advertising for and procuring the Consulting services and shall incorporate into such advertising or procurement such terms and conditions as each Party may reasonably request;
- b. The Parties shall split the costs of the Consultant by entering into two (2) separate contracts with the Consultant with the DIA being responsible for entering into an Agreement to cover all costs, expenses and liabilities arising out of the Land Use and Transportation Planning Consulting Agreement that

relates to land use and the JTA being responsible for entering into an Agreement to cover all costs, expenses and liabilities arising out of the Land Use and Transportation Planning Consulting Agreement that relates to transportation. The Parties will mutually agree in writing as to which Consultant costs, expenses and liabilities each will be responsible for before the procurement for the Consultant is advertised.

- b. Section 3 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

Effective Date; Term and Termination. This MOU shall become effective on the date that it has been approved by the Boards of both Parties and signed by the Parties. Either Party shall have the right, at its sole discretion, to cancel and terminate this MOU at any time by giving notice in writing of such cancellation and termination to the other Party.

- c. Section 4 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

Costs Arising Out of Procurement. The Parties will mutually agree in writing as to which Consultant costs, expenses and liabilities each will be responsible for before the procurement for the Consultant is advertised.

2. MISCELLANEOUS

- a. This First Amendment, when executed by the Parties, shall be effective as of the date stated above. All understandings and agreements by and between the DIA and the Authority with respect to the matters contained herein are merged into, or superseded by, this First Amendment. This First Amendment fully and completely expresses the agreement of the Parties with respect to the matters contained herein and shall not be modified or further amended except by written agreement executed by each of the Parties hereto. The DIA understands and agrees that no representations of any kind whatsoever have been made to it other than as appear in this First Amendment, that it has not relied on any such representations, and that no claim that it has so relied may be made at any time and for any purpose.
- b. This First Amendment may be executed in any number of counterparts, each of which shall be deemed original; however, all of which when taken together shall constitute one and the same instrument.
- c. Except as amended and/or modified by this First Amendment, the Original Agreement is hereby ratified and confirmed and all other terms of the Original Agreement remain in full force and effect, unaltered, and unchanged by this First Amendment. Whether or not specifically amended by this First Amendment, all of the terms and provisions of the Original Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this First Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment, effective as of the date indicated above.

DOWNTOWN INVESTMENT AUTHORITY:

By: Aundra C. Wallace

Printed Name: Aundra C. Wallace

Title: Chief Executive Officer

JACKSONVILLE TRANSPORTATION AUTHORITY:

By: Nathaniel P. Ford Sr.

Printed Name: Nathaniel P. Ford, Sr.

Title: Chief Executive Officer

APPROVED AS TO FORM:

By: Cleveland Ferguson III

Printed Name: Cleveland Ferguson III

Title: Vice President of Administration

Execute in Triplicate Distribution:

1. DIA
2. JTA Procurement Department
3. JTA Project Manager – User Department

Project Name: LaVilla Neighborhood Development Strategy

Project #:

Date: 5/4/17

Choose Staff →	CS Labor Code	102	102	104	Firm Raw Labor Subtotal	Overhead (155.00%)	Raw Labor Plus Overhead Subtotal	Labor Plus OH Plus Profit (10%)
	Staff	Sr. Director	Sr. Director	Director				
	Raw Bill Rate	1.00	253.00	153.00				

Subconsultant 1	Subconsultant 2	Subconsultant 3	Subconsultant 4	Subconsultant Subtotal
GAI	Kittelson	Dalton	ADG	

Task #	Task Name	Fee	Hrs	Fee	Hrs	Fee	RM Subtotal				
001	Site Analysis, Comm. Ament., Features										
	PM & QA/QC		10	\$ 2,530	10	\$ 1,530	\$ 4,060	\$ 6,293.00	\$ 10,353.00	\$ 11,388.30	
1.1	Mapping/aerials; ELU and FLU										
1.2	Inventory										
1.3	Assets inventory										
1.4	Schools, parks, service and support										
1.5	Multimodal Transport inventory										
1.6	Street inventory										
1.7	PT network inventory										
	Task 1 Sub-Totals	\$ -	10	\$ 2,530	10	\$ 1,530	\$ 4,060	\$ 6,293.00	\$ 10,353.00	\$ 11,388.30	
002	Economic Context										
	PM & QA/QC		20	\$ 5,060	20	\$ 3,060	\$ 8,120	\$ 12,586.00	\$ 20,706.00	\$ 22,776.60	
2.1	RE Trends										
2.2	Development Opps										
2.3	Market analysis										
2.4	ID potential anchor uses										
2.5	Strategy for public assets A/D										
2.6	Grants/incentives + funding gaps										
2.7	Recs on mm trans improvements										
	Task 2 Sub-Totals	\$ -	20	\$ 5,060	20	\$ 3,060	\$ 8,120	\$ 12,586.00	\$ 20,706.00	\$ 22,776.60	
003	Neighborhood ID										
	PM & QA/QC										
3.1	ID stakeholders										
3.2	Map contributing structures										
3.3	Recs for reuse of historic structures										
	Task 3 Sub-Totals	\$ -	0	\$ -	0	\$ -	\$ -				
004	Transportation										
	PM & QA/QC		15	\$ 3,795	20	\$ 3,060	\$ 6,855	\$ 10,625.25	\$ 17,480.25	\$ 19,228.28	
4.1	Prioritize one-way conversions										
4.2	ID TOD opps within JRTC walkshed										
4.3	MM trans improvements										
4.4	Pilot/interim designs										
4.5	Strategies for transit improvements										
4.6	Parking mgmt strategies										
4.7	MM trans improvements walk/bike										
4.8	Access to development opps										
	Task 4 Sub-Totals	\$ -	15	\$ 3,795	20	\$ 3,060	\$ 6,855	\$ 10,625.25	\$ 17,480.25	\$ 19,228.28	
005	Development Strategy										
	PM & QA/QC		40	\$ 10,120	60	\$ 9,180	\$ 19,300	\$ 29,915.00	\$ 49,215.00	\$ 54,136.50	
5.1	Graphic masterplan										
5.2	4 Opportunity areas plans										
5.3	Implementation Approach										
	Task 5 Sub-Totals	\$ -	40	\$ 10,120	60	\$ 9,180	\$ 19,300	\$ 29,915.00	\$ 49,215.00	\$ 54,136.50	
	Project Totals	\$ -	85	\$ 21,505	110	\$ 16,830	\$ 38,335.00	\$ 59,419	\$ 97,754	\$ 107,530	

Fee	Fee	Fee	Sub Subtotal
		\$ 6,634	\$ 6,634
\$ 7,212		\$ 9,127	\$ 16,339
\$ 28,075			\$ 28,075
\$ 9,908			\$ 9,908
\$ 9,968			\$ 9,968
\$ 2,453			\$ 2,453
\$ 9,920			\$ 9,920
\$ 24,949			\$ 24,949
\$ 92,485	\$ -	\$ 9,127	\$ 101,612
\$ 9,908	\$ 6,218	\$ 8,572	\$ 24,698
\$ 351	\$ 2,215		\$ 2,566
\$ 351	\$ 7,215		\$ 7,566
\$ 351	\$ 2,215		\$ 2,566
\$ 3,690	\$ 8,629		\$ 12,319
\$ 1,500	\$ 7,215		\$ 8,715
\$ 1,500	\$ 7,215		\$ 8,715
\$ 1,888	\$ 7,215		\$ 9,103
\$ 351	\$ 2,215		\$ 2,566
\$ 19,892	\$ 50,352	\$ -	\$ 8,572
\$ 20,404	\$ 3,596	\$ 8,947	\$ 32,947
\$ 16,981	\$ 6,513	\$ 7,085	\$ 30,579
\$ 19,065	\$ 10,005	\$ 6,050	\$ 3,948
\$ 56,450	\$ 10,005	\$ 16,159	\$ 19,980
\$ 168,827	\$ 60,357	\$ 16,159	\$ 44,313

Overhead Percentage	155
Total Overhead	\$ 59,419.25
Labor Plus Overhead	\$ 97,754.25
Profit (10%)	\$ 9,775.43
Total RM Labor	\$ 107,529.68
Total Subconsultants	\$ 289,656
Total Expenses	\$ 0
Grand Total	\$397,185.32