12

SINGLE SOURCE AWARD **BID # SS-15577-24**

Subject: 2024 Jax River Jams Concert Series

Department: Parks, Recreation and Community Services Department, Office of Special Events

Description of Purchase:
Recommend approval of Single Source Award to Downtown Vision, Inc. for 2024 Jax River Jams Concert Series. The sponsored partnerships agreement to be held in Downtown Jacksonville. This is to provide programs and services that align with the mission, vision and priorities for Downtown Jacksonville as described in the COJ's Downtown Community Redevelopment Plans and Business Investment Strategy. Period of service will be from date of executed contract through September 30, 2024. The requested total expenditure not to exceed $868,950.00.

Funding Sources: 10302.143101.549006.000000.00000000.00000.0000000 - $368,950.00
00113.133101.549040.000000.00001774.00000.0000000 - $500,000.00
To be executed by formal contract through the Office of General Counsel and to be processed by Non-PO payment.

Single Source Award To: Downtown Vision, Inc.

Price Justification: See Attached

Total Award: $868,950.00. **Requisition #** PRSP-501399-24

Attachments: Agency Memo; Single Source Form; Draft Contract, Previous Award

Certification as to Single Source: Daryl T. Joseph, Director, Parks, Recreation and Community Services Department

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

ANALYST: Renata M. Barnett

FOR: **Dustin Freeman, Chief**
Procurement Division

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

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY

DATE: _____

APPROVED_____ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Donna Deegan, Mayor

A NEW DAY.

Parks, Recreation & Community Services Department
214 N. Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

April 29, 2024

To: Dustin Freeman, Chief
Procurement Division

Thru: Daryl T. Joseph, Director
Parks, Recreation and Community Services Department

From: Alex Alston, Chief
Sports and Entertainment Division

Subject: Single Source Request for a Sponsored Partnership Agreement between the City of Jacksonville and Downtown Vision, Inc. for the 2024 Jax River Jams Concert Series

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The Department of Parks, Recreation and Community Services, Division of Sports & Entertainment requests the Procurement Division grant a single source award to Downtown Vision, Inc. (DVI) for a Sponsored Partnership agreement collaborating with the City of Jacksonville to host/produce the Jax River Jams Concert Series to be held in Downtown Jacksonville.

Downtown Vision, Inc. is the nonprofit business improvement district for Downtown Jacksonville with the mission to create and support a vibrant Downtown and promote Downtown as an exciting place to live, work, visit, and invest. DVI provides programs and services that align with the mission, vision and priorities for Downtown Jacksonville as described in the COJ's Downtown Community Redevelopment Plans and Business Investment Strategy.

Estimated expenditures are not expected to exceed $868,950 and are to be processed by Non-PO Payment request referencing the agreement terms.

Funding Sources: 10302.133101.549006.000000.00000000.00000.000000
00113.133101.549040.000000.00001774.00000.000000

Attachments: Draft Partnership Agreement between DVI & COJ, Single Source Form
JMK

CC: Rene'e Harriman, Parks, Recreation and Community Services Department
Jennifer Malice Kelly, Sports & Entertainment Division

SINGLE SOURCE JUSTIFICATION FORM (SSJF)

Pursuant to the City of Jacksonville Procurement Code 126.306(a) (8) & The Procurement Operating Manual, when requesting to purchase from a Supplier subject to the referenced sections, this form is to be completed and must be submitted to the Procurement Division with applicable attachments via ICloud Smart Form Requisition.

1. Requesting Agency:	Sports & Entertainment
2. Nature and/or description of the requirement being requested. ***Identify each item, component or service being procured. (Attach quote/proposal):*** ***Why does the city need these particular goods or services?***	Jax River Jams Partnership Agreement
3. Provide a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended Single Source Supplier:	City of Jacksonville and Downtown Vision Inc are the sole partners producing and hosting the Jax River Jams Concert Series
4. Date of Request	3/1/2024

5. Summary of Market Research

[Provide a description of the market research performed, how it was performed, by whom, and market research results. Please spell out acronyms.]

[[Sports and Entertainment division (Alex Aslton) has researched the availability of these services and Downtown Vision Inc is the only partner available for this event.]]

6. Conflict of Interest (Must Check)

√ By checking this box, I affirm that there are no actual, potential, or perceived conflicts of interest with the entity in which I am requesting a single source award. Conflict of Interest shall be interpreted consistent with *Chapter 112, Florida Statutes.*

7. Other Documentation (Check and attach all that apply)

☐ Supplier Quote

☐ Single Source Memo signed by Director

√ Other [Draft Contract and Ordinance 111.105]

Contract Budgets
2024 Jax River Jams-Budget Snapshot
2024 Fiscal Year

DVI Event Contributions

Revenue Forecast		
	REVENUE GOAL	
Sponsorship	$	210,000.00
Totals	$	210,000.00
Event Operations	**BUDGETED**	
Headlining Talent	$	200,000.00
Support Talent (Local)	$	23,000.00
Hospitality, Logistics, Safety	$	49,500.00
Sponsor Lounge Catering	$	12,000.00
Marketing	$	35,000.00
Miscellaneous (Lounge Drink Reimburse to COJ)	$	-
Totals	$	319,500.00
DVI Finals	*$*	*(109,500.00)*

COJ Event Contributions

Budget/Revenue Forecast	**REVENUE GOAL**	
Vendors	$	12,000.00
Alcohol Sales	$	95,000.00
Total	$	107,000.00
City of Jacksonville General Fund	**BUDGETED**	
FY24 General Fund	$	500,000.00
FY24 General Fund IS	$	45,500.00
General Fund Total	$	545,500.00
COJ Revenue/Budget Total	***$***	***652,500.00***
Event Operations Expenses	**BUDGETED**	
Production and Union Labor	$	425,000.00
Heavy Equipment and Fencing Rentals	$	80,000.00
Barricade Rentals	$	3,000.00
Backline Rentals	$	3,000.00
Tents, Tables, Chairs	$	57,000.00
Portable Toilet Rentals	$	13,000.00
Food (Staff Lunch and Dinner Meals)	$	6,500.00
Beverage	$	100,000.00
Dressing Room and Space Rentals	$	75,000.00
Overtime	$	45,000.00
Security	$	32,000.00
Signage	$	24,000.00
Copy Center	$	500.00
MISC. Expenses	$	4,950.00
DVI Reimbursement	$	-
COJ Expense Total	$	868,950.00
COJ Finals	***$***	***(216,450.00)***

CONTRACT BETWEEN
THE CITY OF JACKSONVILLE
AND
DOWNTOWN VISION, INC.
FOR
JAX RIVER JAMS CONCERT SERIES PRODUCTION

THIS CONTRACT (the "Contract"), made and entered into this day of _____, 2024 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and the laws of the State of Florida (the "CITY"), and **DOWNTOWN VISION, INC. ("DVI")**, a 501(c)(6) non-profit corporation authorized to transact business in Florida and with its principal offices at 214 North Hogan Street, STE 120, Jacksonville, FL 32202.

WHEREAS, DVI is the 501(c)(6) non-profit business improvement district for Downtown Jacksonville with the mission to create and support a vibrant Downtown and promote Downtown as an exciting place to live, work, visit, and invest;

WHEREAS, in furtherance of that mission, DVI provides programs and services that align with the mission, vision, and priorities for Downtown Jacksonville as described in the CITY's Downtown Community Redevelopment Plans and Business Investment Strategy; and

WHEREAS, the CITY desires to enter into this Partnership Contract with DVI for the collaborative execution of the Spring 2024 edition of the Jax River Jams Outdoor Concert Series ("JRJ"), a large-scale outdoor concert occurring on four consecutive weeks in Downtown Jacksonville;

IN CONSIDERATION of the premises and the mutual covenants contained below, the parties agree as follows:

1. **Terms.** Each Party shall fulfill its responsibilities as specified in the Terms, attached hereto as **Exhibit A** and incorporated herein by this reference.

2. **Compensation**. Where applicable, each Party shall remit compensation owed to the other in association with this Contract as specified in the Terms.

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the CITY's maximum indebtedness for the initial term Contract shall be a fixed monetary amount not-to-exceed Nine-Hundred Twenty Thousand and 25/100 Dollars ($920,025.00). If this Contract is renewed pursuant to Section 4 below, the renewal shall specify the maximum indebtedness of the CITY for the subsequent term.

Commented [HW1]: What's the current amount?

4. **Term.** The initial term of this Contract shall commence on the Effective Date and shall expire on September 30, 2024. This Contract may be renewed for up to four additional

one-year terms upon the mutual agreement of the Parties.

Commented [HW2]: Do we have the funding to renew as described here?

5. **Indemnification and Insurance.** DVI agrees to the insurance and indemnification provisions and obligations contained in Exhibit B and Exhibit C, attached hereto and incorporated herein by this reference.

6. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to CITY:
Alex Alston, Chief of Sports and Entertainment
214 North Hogan Street, Floor 4
Jacksonville, FL 32202

As to DVI:
Eric Miller, General Counsel
214 North Hogan Street, STE 120
Jacksonville, FL 32202

7. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, CITY'S Contract Manager is Chandler Fussell, 214 North Hogan Street, Floor 4, Jacksonville, FL 32202, and DVI's Contract Manager is Eric Miller, 29 West Duval Street, Jacksonville, FL 32202. 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.

Commented [HW3]: Who is new contract manager?

8. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the terms of the Partnership concerning JRJ. 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. Neither Party may unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the other Party (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Each Party 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 amendment 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 thereto, 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.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

ATTEST	CITY OF JACKSONVILLE
By	By
James R. McCain Jr. Corporation Secretary	Donna Deegan Mayor

The above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with section 24.103(e), Jacksonville Ordinance Code, 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 the contract. Actual encumbrances shall be made by subsequent purchase orders as specified in the contract.

Director of Finance
CITY Contract Number:

Form Approved:

Office of General Counsel

GC-#1615248-v1-2024_JRJ_-_Draft_DVI_Partnership_Contract_.docx

ATTEST
By

Eric Miller
General Counsel

DOWNTOWN VISION, INC.
By

Jacob Gordon
Chief Executive Officer

EXHIBIT A
TERMS

1. **Overview:** In furtherance of its mission, Downtown Vision, Inc. ("DVI"), with significant support from CITY and other community partners, produced the inaugural edition of Jax River Jams Outdoor Concert Series ("JRJ") in 2021, consisting of four large-scale, free, outdoor concerts held on consecutive Thursdays in April at a public space on the St. Johns River within the DVI Business Improvement District. Recognizing the positive impact of JRJ on their shared goal of maintaining, enhancing, marketing, and programming Downtown Jacksonville and supporting the businesses there, CITY and DVI partnered to produce the 2022 and 2023 editions of JRJ, utilizing the same successful format and venue. The Parties now enter into this Contract to govern the terms of their collaborative production of the 2024 edition of JRJ ("JRJ 2024")

2. **The Project:**

   a. **Details:** JRJ 2024 will occur on four consecutive Thursdays during the Spring of 2024, tentatively scheduled for April 4, 11, 18, 25 of 2024, acknowledging that weather or other impacts may cause these dates to change, provided that any alternate dates must be agreed upon in writing by both parties. Venue for JRJ 2024 shall be the two (2) CITY owned vacant lots commonly referred to as "The Ford on Bay", located at 288 East Bay Street, Jacksonville, FL 32202, utilizing an event footprint and layout as mutually agreed upon between the Parties.

   b. **Event Format**: The standard JRJ 2024 event format will include at least one opening performance by a local or regional artists and one headlining performance from a national artist (collectively, the "Participating Artists"). Any variations from this format shall require the mutual agreement of the Parties.

   c. **Collaboration:** The Parties shall work collaboratively to ensure coordination between their respective staff members, contractors, and other representatives in order to prevent redundancy and duplication of expenses and work undertaken by each and to ensure that all key aspects of JRJ 2024 are mutually agreeable.

   d. **Quality of Event:** The Parties agree that JRJ 2024 should provide a high-quality experience for attendees, sponsors, and artists and shall undertake all of their responsibilities intending to match or exceed the experience of the previous editions of JRJ.

   e. **Event Budget:** Both Parties shall adhere to the Project Budget attached to this Contract as **Exhibit B** ("Project Budget"), which is mutually agreed upon as of the Effective Date of this Contract.

f. **Cancellation of JRJ:** If JRJ 2024 is canceled in its entirety or does not take place due to circumstances that are not reasonably foreseeable or that are outside either Party's reasonable control, such occurrence shall constitute a force majeure event. Examples of force majeure events include, but are not limited to, acts of God, weather, epidemic, pandemic, war, riots, strikes, lockouts, labor troubles, protests, civil unrest, inability to procure materials, failure of

power, restrictive governmental laws, regulations, or actions, insurrection, the act, failure to act, or default of the other Party, any threat to public safety and/or individuals present at JRJ 2024, or any other force majeure event beyond either Party's reasonable control, (each, individually, a "Force Majeure Event"). Upon the occurrence of cancellation of the entirety of JRJ 2024 due to a Force Majeure Event, this Agreement shall automatically terminate and the Parties shall be released from all obligations hereunder that do not specifically survive termination. In the event that a Force Majure Event causes the cancellation of one or more concerts but not the entirety of JRJ 2024 concerts, then this Agreement shall control the obligations of the Parties as to the concerts to be performed.

3. **CITY Responsibilities:** ("CITY Responsibilities"): City shall be responsible for the following components of JRJ 2024:

   a. **Stage and Performance Production:** City shall procure, setup, oversee, and manage stage, audio-visual, and, where not provided by the Participating Artists, backline infrastructure needed to facilitate the performances of the Participating Artists, including advance and day-of coordination on specific needs related to stage, audio-visual, and backline infrastructure. CITY must agree to any backline buyouts and additional equipment in writing before full execution of artist contracts by DVI. Should DVI fail to obtain such consent, then DVI shall pay at its sole expense that backline buyout and costs of additional equipment. CITY shall confirm and procure any additional personnel needed to assist with the production of JRJ 2024.

   b. **Event Infrastructure:** City shall procure, setup, oversee and manage all JRJ 2024 event infrastructure underlying all aspects of JRJ 2024 and the Sponsor Lounge which shall include, but not be limited to, barricades and other fencing, seating, tables, power, lighting, wireless internet access (not for public use), tents, waste containers, and restroom facilities. City shall also provide mutually agreeable waiting room/lounge facilities for Participating Artists and staff lounge areas. Admittance to artist and staff lounge facilities shall be determined by DVI and CITY in their mutual discretion.

   c. **Beverages:** City shall setup, oversee and operate all aspects related to public beverage sales, including permitting, acquiring of license, provision and oversight of staff, operational hours and oversight of point-of-sale technology. Beverage point-of-sale locations shall offer for-sale alcoholic and non-alcoholic beverage options. The CITY shall retain all revenues derived from beverage sales to support CITY incurred costs related to JRJ. The provisions of this Section shall include at least one bar set-up and operated by CITY in the "Sponsor Lounge" described herein in Paragraph 4(e). CITY shall also furnish non-alcoholic beverages for staff, volunteers, and Participating Artists. CITY will not furnish alcoholic beverages for staff, volunteers or Participating Artists.

   d. **Food Trucks, Catering, and Other Concessions:** CITY shall procure, setup, and manage all food trucks or other concessions at each JRJ 2024 featured concert. CITY shall retain all revenues derived from food trucks or other concessions to offset CITY incurred costs related to JRJ 2024. CITY shall also provide, at its own cost, lunch and dinner meals for CITY staff, DVI staff, and third-party vendor staff entitled to such meals by the associated vendor contract.

e. **Artist Lounge:** CITY will provide food and non-alcoholic beverage catering for the waiting room/lounge to be utilized by the Participating Artists.

Commented [WH4]: Need a little more detail to add here

f. **Permitting:** CITY shall procure all local, state, and any other permits required to produce JRJ 2024, including those authorizing the sale of alcoholic beverages, compliance with state law in regards to alcohol sales, setup of the stage, tents, and any other Event Infrastructure.

g. **Emergency Personnel:** CITY shall procure, provide and coordinate with all security, police, fire and rescue ("Emergency Personnel") and all such Emergency Personnel will report directly and receive event-specific directives from COJ.

4. **DVI Responsibilities:** DVI shall be exclusively responsible for the following components of JRJ 2024 ("DVI Responsibilities"):

a. **Performance Curation:**

i. **Artist Selection:** With the input of designated staff from the Florida Theatre, DVI shall identify and select all Participating Artists, with prior written approval by CITY, to provide opening and headlining performances; and

ii. **Artist Engagement:** With the input and guidance of designated staff from the Florida Theatre, DVI shall negotiate, execute, and pay all performance fees, including artists incidentals, technical riders and rider revisions associated with the Participating Artists contracts ("Artistic Contracts"). CITY shall review and approve in writing all Participating Artist contracts prior to final execution by DVI.

iii. **Artist Hospitality:** DVI, at its sole discretion, shall fulfill the hospitality-related requirements of Artistic Contracts. This shall include the payment of hospitality buyouts or provision of hospitality related supplies, including food, drink and other amenities, excluding the provision of food and non-alcoholic beverages to the Artist waiting room/lounge, which shall be a CITY Responsibility.

iv. **Artist Management:**

Commented [WH5]: Do we need to add language here?

b. **Marketing:** Development and execution of a strategy to market JRJ, including all advertisement purchases, social media and other digital promotions, and other marketing mechanisms.

c. **Brand Standards and Design:** Development and maintenance of a central brand for the Jax River Jam series and delivery to CITY of brand standards necessary for use in developing vendor applications and other non-promotional documents. Design of event credentials and delivery to CITY for printing.

d. **Merchandise:**

i. **Downtown Jacksonville and Jax River Jams Merchandise:** In its sole discretion, DVI may design, procure, and sell Jax River Jams and/or Downtown Jacksonville themed merchandise. DVI may set up and staff a vendor space at each JRJ 2024 event to sell merchandise or may conduct online sales.

ii. **Artist Merchandise:** In its sole discretion, DVI may provide a vendor space at each JRJ 2024 event to each Participating Artist to sell merchandise and, if contemplated by the associated Artistic Contract, retain a percentage of the revenues resulting from such sales. DVI shall also be responsible for providing sales staff for artist merchandise space and monetary change if cash sales shall be transacted.

e. **Sponsor Lounge:**

i. **Operations:** At its sole cost DVI shall design, construct, and provide day-of oversight of a "Sponsor Lounge" area accessible only to JRJ 2024 sponsors and other individuals as DVI may determine in its sole discretion DVI shall procure and coordinate the services of non-Emergency personnel such as bouncers and doormen desired for the Sponsor Lounge. CITY credentialed staff and vendors shall have access to the Sponsor Lounge for production purposes and CITY shall provide operational oversight of the bar in the Sponsor Lounge.

ii. **Management:** DVI shall provide at least three (3) staff members at each concert to manage check-in and access to the Sponsor Lounge and to act as the "host" to Sponsor Lounge guests. In its sole discretion DVI may distribute complimentary beverages to guests by providing drink tickets which shall be honored in lieu of payment at bars in the Sponsor Lounge.

iii. **Catering**: All catering costs associated with the Sponsor Lounge shall be the sole responsibility of DVI.

5. **Additional Responsibilities.** All party obligations not expressly assigned to either party herein shall be performed following operational practice from prior years with the mutual agreement of the parties.

6. **Cost Allocation:** DVI shall be responsible for compensating CITY for the costs associated with any complimentary alcoholic beverages distributed by DVI in the Sponsor Lounge, either through reimbursement to CITY at a rate of sixty percent (60%) of the sale price of the beverages distributed or by providing CITY the alcoholic beverages to be provided free of charge at the Sponsor Lounge.

7. **Revenue Allocation**: DVI shall be entitled to retain all revenues derived from the sale of Downtown Jacksonville and Jax River Jams merchandise. DVI shall be entitled to retain all revenues derived by DVI from the sale of Artist merchandise. In the event DVI raises third-party funds that exceed the expense it incurs in connection with JRJ 2024, such excess funding shall be applied to offset general expenses associated with JRJ 2024, including costs which are a City responsibility.

Commented [HW6]: Let's discuss if this should be modified

8. **Sponsorship:** DVI may sell sponsorships, pursue grants, or seek other third-party funding opportunities to assist in funding JRJ 2024. Any grant, sponsorship funding benefits to be conferred on a third party in exchange for a JRJ 2024 sponsorships that impact CITY's responsibilities as set forth herein shall be agreed upon by the CITY in writing.

9. **Termination:**

   a. Either Party in its sole discretion may terminate this Contract with thirty (30) days' prior written notice to the non-terminating party.

   b. **Termination by CITY:**

      i. If CITY elects to terminate this Contract, and DVI elects to independently produce and stage JRJ 2024, CITY shall remit to DVI a payment comprised of: (i) the sum of Five Hundred Thousand Dollars and 00/100 ($500,000.00); and (ii) any revenues received or earned by the CITY in connection with the performance of the City Responsibilities under this Contract as of the date of termination (the "City Termination Payment"). The City Termination Payment shall be reduced by any costs incurred by CITY in the performance of its obligations hereunder provided benefits may be utilized by DVI in connection with its independent production of JRJ 2024. CITY shall assign to DVI all such benefits.

      ii. If CITY elects to terminate this Contract, and DVI elects not to proceed independently with the production of JRJ 2024, CITY shall reimburse DVI for all costs which DVI has previously incurred or is contractually required to incur in the performance of its obligations under this Contract ("City Reimbursement Payment"). CITY shall not be obligated to reimburse DVI for costs associated with concerts that occurred in accordance with the terms of this Contract prior to the termination.

      iii. Upon payment by CITY of either the City Termination Payment or City Reimbursement Payment, DVI shall forthwith provide a release, indemnity and hold harmless agreement to CITY.

   c. **Termination by DVI:**

      i. If DVI elects to terminate this Contract, and CITY elects to proceed with the independent completion of JRJ 2024, DVI shall remit to CITY all funds collected from sponsorships have not already been expended or obligated in the performance of DVI's responsibilities under this Contract and assign all sponsorship agreements to CITY.

Commented [HW7]: When should City remit the Reimbursement Payment?

EXHIBIT B
PROJECT BUDGET

Barnett, Renata - AFPS

From: Malice-Kelly, Jennifer - SPET
Sent: Tuesday, May 21, 2024 10:40 AM
To: Barnett, Renata - AFPS
Subject: Re: SS-15577-24 JAX RIVER JAM CONCERT SERIES

$500,000 is budgeted in activity 00001774 and the rest will be supported by the SPET trust fund 10302.143101.549006.

Thank you
Jennifer Malice-Kelly
Accounting Manager

City ofJacksonville
Sports & Entertainment

214 N Hogan St 4th Fl
Jacksonville, FL 32202
JMalice@coj.net
904-300-4865

On May 21, 2024, at 10:10 AM, Barnett, Renata - AFPS <RBarnett@coj.net> wrote:

Good morning, I have the award set for GGAC this week however, Can you please send a memo that specifies what amounts are being used from each account. Just wanted to make sure just in case this question is asked by the committee.

Renata Barnett
Purchasing Analyst - Procurement Division
Finance and Administration Department
214 N. Hogan Street, Suite 800
Jacksonville, FL. 32202
Phone: (904)255-8843
Fax: (904)255-8837
Email: rbarnett@coj.net

For Bidding Opportunities: COJ.net - Bidding Opportunities (Including Capital Improvement and Design/Build)
For COJ weekly award intentions: COJ.net - Agendas and Minutes
For bid award information: Procurement Division (coj.net)
For Public Records: COJ Public Records (govqa.us)
<image001.png>

SINGLE SOURCE AWARD **BID # SS-14058-23**

Subject: 2023 Jax River Jams Concert Series

Department: Parks, Recreation and Community Services Department, Office of Special Events

Description of Purchase:
Recommend approval of Single Source Award to Downtown Vision, Inc. for 2023 Jax River Jams Concert Series. The sponsored partnerships agreement to be held in Downtown Jacksonville in April 2023. This is to provide programs and services that align with the mission, vision and priorities for Downtown Jacksonville as described in the COJ's Downtown Community Redevelopment Plans and Business Investment Strategy. Period of service will be from date of award through September 30, 2023. The requested total expenditure not to exceed $920,025.00.

Funding Sources: 10302.133101.549006.000000.00000000.00000.0000000 and 00113.133101.549040.000000.00001774.00000.0000000. To be executed by formal contract through the Office of General Counsel and to be processed by Non-PO payment.

Single Source Award To: Downtown Vision, Inc.

Price Justification: See Attached

Total Award: $920,025.00 **Requisition #** PRSP-500344-23

Attachments: Agency Memo; Single Source Form; Draft Contract

Certification as to Single Source: Daryl T. Joseph, Director, Parks, Recreation and Community Services Department

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

ANALYST: Ruben Ola

Dustin Freeman, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN

DATE 4/6/2023

ACTION OF AWARDING AUTHORITY

DATE: 4/6/23

APPROVED ✓ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION

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

FORM GB-114, Revised 12/2007

ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Daryl T. Joseph, Director

Parks, Recreation and Community Services Department
214 N Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 255-7907
www.coj.net

March 13, 2022

To: Dustin Freeman, Chief
Procurement Division

Thru: Daryl T. Joseph, Director
Parks, Recreation and Community Services Department

From: Chandler Fussell, Chief
Sports and Entertainment Division

Subject: Single Source Request for a Sponsored Partnership Agreement between the City of Jacksonville and Downtown Vision, Inc. for the 2023 Jax River Jams Concert Series

The Department of Parks, Recreation and Community Services, Division of Sports & Entertainment requests the Procurement Division grant a single source award to Downtown Vision, Inc. (DVI) for a Sponsored Partnership agreement collaborating with the City of Jacksonville to host/produce the Jax River Jams Concert Series to be held in Downtown Jacksonville in April 2023.

Downtown Vision, Inc. is the nonprofit business improvement district for Downtown Jacksonville with the mission to create and support a vibrant Downtown and promote Downtown as an exciting place to live, work, visit, and invest. DVI provides programs and services that align with the mission, vision and priorities for Downtown Jacksonville as described in the COJ's Downtown Community Redevelopment Plans and Business Investment Strategy.

Estimated expenditures are not expected to exceed $920,025 and are to be processed by Non-PO Payment request referencing the agreement terms.

Funding Sources: 10302.133101.549006.000000.00000000.00000.000000
00113.133101.549040.000000.00001774.00000.000000

Attachments: Draft Partnership Agreement between DVI & COJ, Single Source Form
JMK

CC: Rene'e Harriman, Parks, Recreation and Community Services Department
Jennifer Malice Kelly, Sports & Entertainment Division

JUSTIFICATION FOR SINGLE SOURCE (JSS)	
Pursuant to the City of Jacksonville Procurement Code§ 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.	
1. Requesting Agency:	Sports & Entertainment
2. Nature and/or description of the requirement being requested. ***Identify each item, component or service being procured. (Attach quote/proposal):*** ***Why does the City need these particular goods or services?***	Jax River Jams Partnership Agreement.
3. Provide a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended Single Source vendor:	City of Jacksonville and Downtown Vision Inc are the sole partners producing and hosting the 2023 Jax River Jams Concert Series
4. Date of Request	3/8/2023

5. Summary of Market Research

[Provide a description of the market research performed, how it was performed, by whom, and market research results. Please spell out acronyms.]

[Sports and Entertainment division has researched the availability of these services and Downtown Vision Inc is the only partner available for this event.]

6. Other Documentation (Check and attach all that apply)

√ Supplier Quote

√ Single Source Memo signed by Director

☐ Other [Click here to list other documentation.]

PARTNERSHIP CONTRACT BETWEEN
THE CITY OF JACKSONVILLE
AND
DOWNTOWN VISION, INC.
FOR
JAX RIVER JAMS CONCERT SERIES PRODUCTION

THIS CONTRACT (the "Contract"), made and entered into this day of _____, 2023 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and the laws of the State of Florida (the "CITY"), and **DOWNTOWN VISION, INC. ("DVI")**, a 501(c)(6) non-profit corporation authorized to transact business in Florida and with its principal offices at 214 North Hogan Street, STE 120, Jacksonville, FL 32202.

WHEREAS, DVI is the 501(c)(6) non-profit business improvement district for Downtown Jacksonville with the mission to create and support a vibrant Downtown and promote Downtown as an exciting place to live, work, visit, and invest;

WHEREAS, in furtherance of that mission, DVI provides programs and services that align with the mission, vision, and priorities for Downtown Jacksonville as described in the CITY's Downtown Community Redevelopment Plans and Business Investment Strategy; and

WHEREAS, the CITY desires to enter into this Partnership Contract with DVI for the collaborative execution of the Spring 2023 edition of the Jax River Jams Outdoor Concert Series ("JRJ"), a large-scale outdoor concert occurring on four consecutive weeks in Downtown Jacksonville;

IN CONSIDERATION of the premises and the mutual covenants contained below, the parties agree as follows:

1. **Terms.** Each Party shall fulfill its responsibilities as specified in the Terms, attached hereto as **Exhibit A** and incorporated herein by this reference.

2. **Compensation**. Where applicable, each Party shall remit compensation owed to the other in association with this Contract as specified in the Terms.

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the CITY's maximum indebtedness for the initial term Contract shall be a fixed monetary amount not-to-exceed Nine-Hundred Twenty Thousand and 25/100 Dollars ($920,025.00). If this Contract is renewed pursuant to Section 4 below, the renewal shall specify the maximum indebtedness of the CITY for the subsequent term.

4. **Term.** The initial term of this Contract shall commence on the Effective Date and shall expire on September 30, 2023. This Contract may be renewed for up to four additional

one-year terms upon the mutual agreement of the Parties.

5. **Indemnification and Insurance.** DVI agrees to the insurance and indemnification provisions and obligations contained in Exhibit B and Exhibit C, attached hereto and incorporated herein by this reference.

6. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the CITY:
Daryl Joseph, Director of Parks, Recreation, and Community Services
214 North Hogan Street, Floor 4
Jacksonville, FL 32202

As to DVI:
Eric Miller, General Counsel
214 North Hogan Street, STE 120
Jacksonville, FL 32202

7. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, CITY'S Contract Manager is Chandler Fussell, 214 North Hogan Street, Floor 4, Jacksonville, FL 32202, and DVI's Contract Manager is Eric Miller, 214 North Hogan Street, STE 120, Jacksonville, FL 32202. 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 hereto for the terms of the Partnership concerning JRJ. 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. Neither Party may unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the other Party (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Each Party 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 amendment 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 thereto, 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.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

ATTEST

By

James R. McCain Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By

Lenny Curry
Mayor

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance
CITY Contract Number:

For Approved:

Office of General Counsel

ATTEST
By

Eric Miller
General Counsel

DOWNTOWN VISION, INC.
By

Jacob Gordon
Chief Executive Officer

EXHIBIT A
TERMS

1. **Purpose:** In furtherance of its mission, Downtown Vision, Inc. ("DVI"), with significant support from the City of Jacksonville ("CITY") and with other community partners, produced the initial two editions of the Jax River Jams Outdoor Concert Series ("JRJ") during the Springs of 2021 and 2022. Those initiatives each consisted of four large-scale, free, outdoor concerts occurring on consecutive Thursdays at the "Riverfront Plaza" public park. Each concert featured at least one "opening" performance from a local artist and one "headlining" performance from a national artist. Recognizing the substantial positive impact that JRJ has on DVI's and CITY's shared goal of maintaining, enhancing, marketing, and programming Downtown Jacksonville and supporting the businesses therein, CITY and DVI are entering into this partnership contract (the "Contract") to govern the terms of their collaborative production of the third edition of JRJ.

2. **The Project:**

   a. **Details:** JRJ will occur on four consecutive dates during the Spring of 2023. At time of Contract execution this shall be April 6, 13, 20, 27 of 2023. It is understood that weather or other impacts may cause dates to change and these alternate dates will be agreed upon in writing by both parties. If available, it will occur at the "Riverfront Plaza" public park, located at 2 W. Independent drive, Jacksonville, FL 32202, utilizing an event footprint and layout as deemed appropriate by CITY. If Riverfront Plaza is not available, the Parties will exert all reasonable efforts to find a suitable alternative venue that is both near the St. John's River and within the Downtown Jacksonville Business Improvement District. In the event they are unable to secure a suitable alternative venue after exhaustion of efforts to do so, either Party shall have the right to terminate this Contract. The standard event run-of-show will include two opening performances from local or regional artists and one headlining performance from a national artist (the "Participating Artists"). Variations from the aforementioned Project details shall be subject to the mutual agreement of the Parties.

   b. **Collaboration:** While certain responsibilities have been assigned in this Contract to a particular Party, both Parties agree and acknowledge that JRJ is intended to be a partnership. The Parties shall work collaboratively to ensure that all key aspects of its completion are performed in such a manner that both Parties find agreeable. The Parties shall further work to ensure coordination between their respective staff members, contractors, and other representatives, in order to prevent redundancy and duplication between the expenses and responsibilities undertaken by each.

   c. **Quality of Event:** The Parties agree that JRJ should provide a high-level experience for attendees, sponsors, and artists. Both Parties shall undertake all of their responsibilities in such a manner as to ensure a quality of experience for each of the aforementioned groups that matches or exceeds that provided during the initial two editions of JRJ.

   d. **Event Budget:** In the fulfillment of each of their responsibilities under this Contract, both Parties shall exert all reasonable efforts to adhere to the Project Budget attached to this Contract as **Exhibit B** ("Project Budget"), which is mutually agreed upon as of the Effective

Date of this Contract. Notwithstanding, the Parties agree that sufficient resources will be devoted to JRJ to adhere to the above provision related to the Quality of the Event in Section 2(c) above.

e. **Cancellation of JRJ:** If the 2023 JRJ series is canceled in its entirety or does not take place due to circumstances that are not reasonably foreseeable or that are outside either Party's reasonable control, such occurrence shall constitute a force majeure event. Examples of force majeure events include, but are not limited to, acts of God, weather, epidemic, pandemic, war, riots, strikes, lockouts, labor troubles, protests, civil unrest, inability to procure materials, failure of power, restrictive governmental laws, regulations, or actions, insurrection, the act, failure to act, or default of the other Party, any threat to public safety and/or individuals present at JRJ, or any other force majeure event beyond either Party's reasonable control, excluding the unavailability of funds or financing (each, individually, a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the Parties shall be released from all obligations under this Agreement that do not specifically survive its termination. If the 2023 JRJ series is cancelled in its entirety due to a Force Majeure Event, this Contract shall terminate, and the Parties' obligations hereunder will be fully excused. If one or more, but not all, of the 2023 JRJ concerts is canceled due to a Force Majeure Event, each party shall bear costs as allocated herein that survive the cancellation of the concert(s).

3. **CITY Responsibilities:** CITY shall assume responsibility for and incur costs associated with all aspects of JRJ, other than responsibilities maintained and costs incurred by DVI in accordance with Section 4 below. Specifically, CITY'S responsibilities shall include, but not be limited to:

a. **Stage and Performance Production:** Procurement, setup, and management of stage, audio-visual, and, where not provided by the Participating Artists, backline infrastructure needed to facilitate the opening and headlining performances included in JRJ. This shall include advance and day-of coordination with the Participating Artists on their own specific needs related to stage, audio-visual, and backline infrastructure. COJ must agree to any backline buyouts in writing before full execution of artist contracts. If not agreed upon, DVI will be financially obligated to pay artist backline buyouts. Any additional personnel needed to assist with the production of this event, should be confirmed and procured by COJ, if needed. These tasks shall be undertaken in such a manner as to meet the related requirements of the Artistic Contracts described in Section 4(a)(ii) below.

i. **Event Infrastructure:** Procurement, setup, and management of the infrastructure underlying all aspects of JRJ ("Event Infrastructure"), which shall include, but not be limited to: barricades and other fencing, seating, tables, power, lighting, wireless internet access (not for public use), tents, waste containers, and restroom facilities, including Event Infrastructure needed for the Sponsor Lounge. Event Infrastructure is further understood to include the provision of mutually agreeable waiting room/lounge facilities for artists that provide opening and headlining performances.

b. **Beverages:** Setup and operation of all beverage sales, including permitting, acquiring of license, provision and oversight of staff, operational hours and oversight of point-of-sale technology. Beverage point-of-sale locations shall offer for-sale alcoholic and non-alcoholic beverage options. CITY shall also furnish non-alcoholic beverages for staff, volunteers, and

artists. CITY will not furnish alcoholic beverages for staff, volunteers or artists. The CITY shall retain all revenues derived from beverage sales to support CITY incurred costs related to JRJ. The provisions of this Section shall include at least one bar setup and operated by CITY in the Sponsor Lounge ("Lounge") described Section 5(b) below. DVI shall be responsible for compensating CITY for the costs associated with any complimentary alcoholic beverages distributed by DVI in the Sponsor Lounge, either through direct cost reimbursement to CITY or through the direct provision to CITY of the beverages to be distributed. Any reimbursement provided to CITY by DVI under this Section shall be for the direct cost to CITY of procuring the complimentary beverages distributed by DVI, rather than according to the price structure charged at the Sponsor Lounge bar during JRJ concerts.

c. **Food Trucks and Other Concessions:** Procurement, setup, and management of food trucks or other concessions at each concert included in JRJ. CITY shall retain all revenues derived from food trucks or other concessions to support CITY incurred costs related to JRJ. CITY's responsibilities under this Section shall include the funding of all catering costs associated with the provision of complimentary food options within the Sponsor Lounge as described in Section 5 (b) below. CITY shall also provide, at its own cost, lunch and dinner meals for CITY staff, DVI staff, and third-party vendor staff entitled to such meals by the associated vendor contract.

d. **Permitting:** Procurement of all needed local, state, and any other permits, including for the sale of alcoholic beverages, enforcement of any state law in regards to alcohol sales, setup of the stage, tents, and any other event infrastructure.

e. **Emergency Personnel:** Procurement of and coordination with all needed security, police, fire and rescue ("Emergency Personnel") with the exception that DVI shall procure and coordinate the services of non-Emergency personnel such as bouncers and doormen desired for the Sponsor Lounge. All Emergency Personnel will report directly and receive event-specific directives from COJ.

f. **Premium Seating Area:** Design, setup, and management of a ticketed area of preferred seating ("Premium Seating Area"), including managing the sale of access credentials to attendees. CITY shall retain all revenues derived from the sale of access credentials to the Premium Seating Area to support CITY incurred costs related to JRJ. While the Premium Seating Area may include priority placement within the event footprint and dedicated bars, food concessions, and restroom facilities, it may not include complimentary food or beverages or any substantial additional décor beyond the Event Infrastructure described above. CITY may elect not to include a Premium Seating Area in the production of any JRJ event in its sole discretion.

g. **Additional Responsibilities:** CITY shall assume responsibility for and incur costs related to all other aspects of JRJ not explicitly referenced above or maintained and incurred by DVI in accordance with Section 4 below.

4. **DVI Responsibilities:** DVI shall maintain responsibility for and incur costs, up to the "Maximum DVI Liability" as defined below in Section 5, associated with the following aspects of JRJ ("DVI Responsibilities"):

   a. **Performance Curation:**

      i. **Artist Selection:** DVI shall identify and select all artists, with approval by CITY, to provide opening and headlining performances; and

      ii. **Artist Engagement:** DVI shall negotiate, execute, and pay all performance fees, including artists incidentals, associated with contracts with the Participating Artists ("Artistic Contracts"). CITY shall approve all contracts prior to final execution.

   b. **Hospitality:**

      i. **Artist Hospitality:** DVI, at its discretion, shall fulfill the hospitality-related requirements of Artistic Contracts. This shall include the payment of hospitality buyouts or provision of hospitality related supplies, including food, drink and other amenities, excluding the provision of the Artist waiting room/lounge, which shall be a CITY responsibility;

      ii. **Staff Hospitality:** DVI shall provide hospitality related supplies, including food, drink, and other amenities necessary to support CITY, DVI, and third-party staff needed for the successful day-of production of each JRJ concert. DVI and CITY shall have mutual discretion as to the individuals who shall be granted access to the facilities and amenities intended for staff hospitality. Staff Hospitality expenses do not include the provision of staff lounge areas, or lunch and dinner meals for staff, all of which shall be a CITY responsibility.

   c. **Marketing:** Development and execution of a strategy to market JRJ, including all advertisement purchases, social media and other digital promotions, and other marketing mechanisms.

   d. **Brand Standards and Design:** Development and maintenance of a central brand for the Series and delivery to CITY of brand standards necessary for use in developing vendor applications, event signage and other non-promotional documents. Design of event credentials and delivery to CITY for printing.

   e. **Merchandise:**

      i. **Downtown Jacksonville and Jax River Jams Merchandise:** At DVI's discretion, the design, procurement, and sale of Jax River Jams and/or Downtown Jacksonville themed merchandise. DVI will have the option to set up and staff a vendor space at each JRJ to sell merchandise or conduct online sales. DVI shall be entitled to retain all revenues derived from the sale of Downtown Jacksonville and Jax River Jams merchandise.

      ii. **Artist Merchandise:** At DVI's discretion, DVI will have the option to provide a vendor space at each JRJ to each opening and headlining Artist to sell merchandise and, if contemplated by the associated Artistic Contract, derive a percentage of the revenues

resulting from such sales. DVI shall be entitled to retain all revenues derived by DVI from the sale of Artist merchandise. DVI Shall also be responsible for providing sales staff for artist merchandise space and monetary change if cash sales shall be transacted.

f. **Sponsor Lounge:**
   i. **Operations:** Design, cost, and day-of oversight of the setup of the layout of a "Sponsor Lounge" area accessible only to sponsors of the event and other individuals and community leaders as determined in DVI's sole discretion. CITY credentialed staff and vendors shall have access to this area for production purposes.

   ii. **Management:** Provision of at least three staff members from DVI at each concert to manage check-in and access to the Sponsor Lounge and to act as the "host" to attendees at the Sponsor Lounge. DVI shall have the exclusive authority to distribute complimentary beverages according to its sole discretion to attendees in the Sponsor Lounge through the provision of drink tickets which shall be honored in lieu of payment at the Sponsor Lounge Bars.

g. **Additional Responsibilities:** DVI may undertake additional responsibilities and costs associated with production of JRJ other than those explicitly identified as DVI Responsibilities herein that are mutually agreed upon between the Parties.

5. **Sponsorship:** In order to fund the costs associated with the DVI Responsibilities or any other costs associated with JRJ, DVI may sell sponsorships, pursue grants, or seek other third party funding opportunities. DVI shall have reasonable discretion as to the benefits to be provided in exchange for the aforementioned sponsorships, grants, or other third-party funding mechanisms. Benefits offered in exchange for these sponsorships that have an impact on CITY's responsibilities shall be mutually agreed upon in writing by the Parties prior to being offered to the potential beneficiary. In the event that DVI raises third party funds in excess of costs incurred ~~by DVI less than revenue gained~~, DVI shall retain those funds. Such funds, as well as annual revenue acquired by CITY as a result of its performance of this Contract, may be applied towards future JRJ events or towards any other mutually agreed upon event promoting downtown Jacksonville as a cultural or recreational destination.

6. **Termination:**

   a. Either Party may terminate this Contract in whole or in part by thirty (30) days written notice when it determines in its sole discretion that it is in their interest to do so.
   b. In the event that CITY elects to terminate this Contract:
      i. If DVI elects to proceed with the independent completion of JRJ, CITY shall reimburse DVI for all costs associated with its execution up to the Maximum Indebtedness of CITY described in Paragraph 3 of this Contract. This reimbursement shall be reduced by: 1) the Maximum DVI Liability; 2) any earned revenues from sales of food, beverages, vendor spaces, or access credentials to the Premium Seating Area derived from the completion of JRJ and retained by DVI, and 3) any costs already incurred by CITY in the performance of its obligations under this Contract and the benefits of which can be transferred to DVI. CITY further shall transfer to DVI all benefits, along with the associated contact

information, already secured in the performance of its obligations under this Contract, which would provide a benefit to DVI's completion of JRJ.

ii. If DVI elects not to proceed with the independent completion of JRJ, CITY shall reimburse DVI for all costs which DVI has previously incurred or is contractually required to incur in the performance of its obligations under this Contract. CITY shall not be obligated to reimburse DVI for costs associated with concerts that occurred in accordance with the terms of this Contract prior to the termination.

c. In the event that DVI elects to terminate this contract:

i. If CITY elects to proceed with the independent completion of JRJ, DVI shall provide any funds collected from sponsorships to CITY that have not already been expended or obligated in the performance of DVI's responsibilities under this Contract and transfer all sponsorship agreements to CITY.

EXHIBIT B
PROJECT BUDGET

Contract Budgets
2023 Jax River Jams-Budget Snapshot
2023 Fiscal Year

DVI Event Contributions

Revenue Forecast		**REVENUE GOAL**
Sponsorship	$	386,300.00
Totals	$	386,300.00

Event Operations		**BUDGETED**
Talent and Entertainment (Artistic Fees and Artist Management)	$	335,100.00
Advertisement	$	38,000.00
Operations Support	$	13,200.00
Totals	$	386,300.00
DVI Finals	$	-

COJ Event Contributions

Budget/Revenue Forecast		**REVENUE GOAL**
Vendors	$	15,000.00
Alcohol Sales	$	220,000.00
Premium Experience Sales	$	-
Total	$	235,000.00

City of Jacksonville General Fund		**BUDGETED**
FY22 General Fund	$	500,000.00
FY22 General Fund IS	$	65,500.00
General Fund Total	$	565,500.00
COJ Revenue/Budget Total	***$***	***800,500.00***

Event Operations Expenses		**BUDGETED**
Production and Union Labor	$	430,000.00
Heavy Equipment and Fencing Rentals	$	80,000.00
Barricade Rentals	$	4,000.00
Backline Rentals	$	6,000.00
Tents, Tables, Chairs	$	48,000.00
Portable Toilet Rentals	$	15,000.00
Catering (Sponsor Lounge and Staff Lunch and Dinner Meals)	$	55,000.00
Beverage	$	130,000.00
Dressing Room and Space Rentals	$	48,000.00
Overtime	$	40,000.00
Security	$	60,000.00
Copy Center	$	500.00
MISC. Expenses	$	3,525.00
COJ Expense Total	$	920,025.00
COJ Finals	***$***	***(119,525.00)***

EXHIBIT B

INDEMNIFICATION

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

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

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

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

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

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08, Florida Statutes, all other terms of this indemnity shall remain in full

force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT C

INSURANCE REQUIREMENTS

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

Insurance Coverages

Schedule	Limits	
Workers' Compensation	Florida Statutory Coverage	
Employer's Liability	$ 100,000	Each Accident
	$ 500,000	Disease Policy Limit
	$ 100,000	Each Employee/Disease

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

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

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

Automobile Liability	$500,000	Combined Single Limit

(Coverage for all automobiles, owned, hired, or non-owned used in performance of the Agreement)

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

Additional Insurance Provisions

A. **Additional Insured**. All insurance except Workers' Compensation shall be endorsed to name City and its members, officials, officers, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, and for Automobile Liability in a form no more restrictive than CA2048.

B. **Waiver of Subrogation**. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of City and its members, officials, officers, employees, and agents.

C. **Supplier's Insurance Primary**. The insurance provided by Supplier shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by City or any City members, officials, officers, employees, and agents.

D. **Deductible or Self-Insured Retention Provisions**. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Supplier. Under no circumstances will City and/or its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

E. **Supplier Insurance Additional Remedy**. Compliance with the insurance requirements of this Agreement shall not limit the liability of Supplier or its subcontractors, employees, or agents to City or others. Any remedy provided to City and/or its members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. **Waiver/Estoppel**. Neither approval by City of, nor its failure to disapprove, the insurance furnished by Supplier shall relieve Supplier of its full responsibility to provide insurance as required under this Agreement.

G. **Certificates of Insurance**. Supplier shall provide City with Certificates of Insurance that show the corresponding City contract number in the description, if known, Additional Insured as provided above, and waivers of subrogation. The Certificates of Insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 West Duval Street, Suite 335, Jacksonville, Florida 32202.

H. **Carrier Qualifications**. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved surplus lines carrier under Chapter 626, Florida

Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better.

I. **Notice**. The Supplier shall provide an endorsement issued by the insurer to provide City thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, then the Supplier shall provide a thirty (30) days' written notice of any change in the above coverages or limits, or of coverages' being suspended, voided, or cancelled, including through expiration or non-renewal.

J. **Survival**. Anything to the contrary notwithstanding, the liabilities of Supplier under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.

K. **Additional Insurance**. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that City also be named as an Additional Insured.

L. **Special Provisions**. Prior to executing this Agreement, Supplier shall present this Agreement, **Exhibit B** (Indemnification), and **Exhibit C** (Insurance Requirements) to its insurance agent affirming: (1) that the agent has personally reviewed the insurance requirements of the Agreement documents; and, (2) that the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Supplier.

Contract Budgets
2023 Jax River Jams-Budget Snapshot
2023 Fiscal Year

DVI Event Contributions

Revenue Forecast		
	REVENUE GOAL	
Sponsorship	$	386,300.00
Totals	$	386,300.00
Event Operations	**BUDGETED**	
Talent and Entertainment (Artistic Fees and Artist Management)	$	335,100.00
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Operations Support	$	13,200.00
Totals	$	386,300.00
DVI Finals	*$*	-

COJ Event Contributions

Budget/Revenue Forecast	**REVENUE GOAL**	
Vendors	$	15,000.00
Alcohol Sales	$	220,000.00
Premium Experience Sales	$	-
Total	$	235,000.00
City of Jacksonville General Fund	**BUDGETED**	
FY22 General Fund	$	500,000.00
FY22 General Fund IS	$	65,500.00
General Fund Total	$	565,500.00
COJ Revenue/Budget Total	***$***	***800,500.00***
Event Operations Expenses	**BUDGETED**	
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Heavy Equipment and Fencing Rentals	$	80,000.00
Barricade Rentals	$	4,000.00
Backline Rentals	$	6,000.00
Tents, Tables, Chairs	$	48,000.00
Portable Toilet Rentals	$	15,000.00
Catering (Sponsor Lounge and Staff Lunch and Dinner Meals)	$	55,000.00
Beverage	$	130,000.00
Dressing Room and Space Rentals	$	48,000.00
Overtime	$	40,000.00
Security	$	60,000.00
Copy Center	$	500.00
MISC. Expenses	$	3,525.00
COJ Expense Total	$	920,025.00
COJ Finals	***$***	***(119,525.00)***

EXHIBIT B

INDEMNIFICATION

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

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

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

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

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

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08, Florida Statutes, all other terms of this indemnity shall remain in full

force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT C

INSURANCE REQUIREMENTS

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

Insurance Coverages

Schedule	Limits	
Workers' Compensation	Florida Statutory Coverage	
Employer's Liability	$ 100,000	Each Accident
	$ 500,000	Disease Policy Limit
	$ 100,000	Each Employee/Disease

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

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

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

Automobile Liability	$500,000	Combined Single Limit

(Coverage for all automobiles, owned, hired, or non-owned used in performance of the Agreement)

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

Additional Insurance Provisions

A. **Additional Insured**. All insurance except Workers' Compensation shall be endorsed to name City and its members, officials, officers, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, and for Automobile Liability in a form no more restrictive than CA2048.

B. **Waiver of Subrogation**. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of City and its members, officials, officers, employees, and agents.

C. **Supplier's Insurance Primary**. The insurance provided by Supplier shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by City or any City members, officials, officers, employees, and agents.

D. **Deductible or Self-Insured Retention Provisions**. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Supplier. Under no circumstances will City and/or its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

E. **Supplier Insurance Additional Remedy**. Compliance with the insurance requirements of this Agreement shall not limit the liability of Supplier or its subcontractors, employees, or agents to City or others. Any remedy provided to City and/or its members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. **Waiver/Estoppel**. Neither approval by City of, nor its failure to disapprove, the insurance furnished by Supplier shall relieve Supplier of its full responsibility to provide insurance as required under this Agreement.

G. **Certificates of Insurance**. Supplier shall provide City with Certificates of Insurance that show the corresponding City contract number in the description, if known, Additional Insured as provided above, and waivers of subrogation. The Certificates of Insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 West Duval Street, Suite 335, Jacksonville, Florida 32202.

H. **Carrier Qualifications**. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved surplus lines carrier under Chapter 626, Florida

Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better.

I. **Notice**. The Supplier shall provide an endorsement issued by the insurer to provide City thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, then the Supplier shall provide a thirty (30) days' written notice of any change in the above coverages or limits, or of coverages' being suspended, voided, or cancelled, including through expiration or non-renewal.

J. **Survival**. Anything to the contrary notwithstanding, the liabilities of Supplier under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.

K. **Additional Insurance**. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that City also be named as an Additional Insured.

L. **Special Provisions**. Prior to executing this Agreement, Supplier shall present this Agreement, **Exhibit B** (Indemnification), and **Exhibit C** (Insurance Requirements) to its insurance agent affirming: (1) that the agent has personally reviewed the insurance requirements of the Agreement documents; and, (2) that the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Supplier.