SINGLE SOURCE AWARD **BID # SS-0018-17**

Subject: FY17 Media and Advertising Publications

Department: Office of Special Events

Description of Purchase:
Recommend approval to amend the single source award specifically with IMG College, LLC., to align the period of service with the contract (#9894-309) through September 30, 2020. The total requested increase not-to-exceed $3,145.00 for a revised award total of $103,145.00.

Funding for this award to be encumbered by accounts SPET01ASE-04801/04938 or PRSE134SE-04904.

Sole Source Award To: IMG College, LLC.

Price Justification: See Attached

Total Award: $103,145.00 **Requisition #** N/A

Attachments: Agency Memo, Contract, Previous Awards

Certification as to Sole Source: Brent Fine, Special Events Manager

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

ANALYST: Chelsey Fleming

For - **Gregory Pease, 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 _____

FORM GB-114, Revised 12/2007

Jacksonville
Where Florida Begins.

MEMORANDUM

TO: Gregory Pease, Chief of Procurement

FROM: Brent Fine, Special Events Manager BF

DATE: March 28, 2018

RE: IMG College, LLC Advertising Award

The Office of Special Events is requesting procurement amend award SS-0018-17 to include the three year contract with IMG College, LLC for advertising of the Florida-Georgia Football Game. The sample media outlets should be updated to include IMG College, LLC. The extension of this award will be solely for the purpose of the remaining contract years, 2018-2019 and 2019-2020 as outlined in contract #9894-309, attached.

Remaining total expenditures are not expected to exceed $16,050 and payment will be processed by the contract. Encumbrance will be made at the time of contract payment. Period of service is from the date of contract execution (July 13, 2017) through September 30, 2020. The contract year billing schedule is below.

Contract Year	JMG Net Cash Amount
2017-2018	$8,025 (Already paid)
2018-2019	$8,025
2019-2020	$8,025

Given this amendment approval, the Office of Special Events requests to increase award SS-0018-17 by $3,145 to allow for the 2018-2019 and 2019-2020 annual contract payments.

ESTIMATED EXPENDITURES NOT TO EXCEED- $103,145
FUNDING SOURCE – SPET01ASE-04801/04938 or PRSE134SE-04904

OFFICE OF SPECIAL EVENTS - SPORTS AND ENTERTAINMENT
117 W. Duval St. Ste. 280 Jacksonville, FL 32202 Phone: 904.630.3690 Fax: 904.630.3693 www.coj.net

9894-309

IMG

sports · entertainment · media

Sponsor #: 723809
Contract #: 131489
Date: 07/01/2017

Sponsor: CITY OF JACKSONVILLE
Attn: Tanisha Brown
117 W DUVAL STREET - STE 280
JACKSONVILLE, FL 32202

Bill To: CITY OF JACKSONVILLE
Attn: Tanisha Brown
117 W DUVAL STREET - STE 280
JACKSONVILLE, FL 32202

This Marketing Agreement ("Agreement"), effective as of the date set forth above, relates to sponsorship opportunities and specific inventory items at the below-listed college or university, solely with respect to its athletics department ("University"). IMG College, LLC ("IMG"), University's designated multi-media rights holder, appreciates Sponsor's commitment to support and sponsor University. The parties agree as follows:

EACH CONTRACT YEAR OF THIS AGREEMENT'S TERM, SPONSOR WILL RECEIVE THE FOLLOWING SPONSORSHIP INVENTORY (collectively, "Sponsorship Inventory"):

University	Sport	Product	Inventory Item	Quantity	Events
Florida	Football	Print	Yearbook Full-Page Color Ad	1	Season
Florida	All Sport	Internet	FloridaGators.com (Run of Site Banner Ads) 20,000 Impressions Per Month (August –October)	3 Months	20

Term: 07/01/2017 to 06/30/2020

Annual Investment:

Contract Year	*IMG Net Cash Amount*
2017-2018	$8,025.00
2018-2019	$8,025.00
2019-2020	$8,025.00

Other Provisions:

1. Sponsor shall pay IMG the *IMG Net Cash Amount* pursuant to the below Installment Billing Schedule.
2. This Agreement includes no agency commission.

INSTALLMENT BILLING SCHEDULE:

Invoice Date	*IMG Net Cash Invoice Amount*
10/31/2017	$8,025.00
10/31/2018	$8,025.00
10/31/2019	$8,025.00

Sponsor agrees to submit each payment by check or wire transfer. If Sponsor pays by check, then Sponsor shall send the check, together with a remittance or invoice identifying University and this Agreement, to the following remittance address, unless and until IMG directs otherwise: IMG College, LLC, Box 16533, Palatine, IL 60055. If Sponsor pays by wire or funds transfer, then Sponsor shall request applicable account information from either IMG's chief financial officer or accounting department. With respect to processing Sponsor's payment(s) hereunder, IMG will not engage with any third-party payment processor (*e.g.*, Ariba,

PayModeX, etc.). Any amount Sponsor fails to pay within thirty (30) days of the applicable invoice date is subject to a monthly finance charge of one and one-half percent (1.5%) to be paid by Sponsor. As a convenience to and a reminder for Sponsor, IMG will submit invoices to Sponsor at the *Bill To* address listed above.

Billing Notes:

Terms: Due Net Thirty (30) Days.
Checks made payable to IMG College, LLC.

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to this Agreement.

Trademarks. No authorization is granted Sponsor herein for use of University's names, logos, trademarks, service marks, trade names or other identifying indicia ("Trademarks"). Accordingly, any such use is prohibited

Preparation of Promotional/Sponsorship Recognitions. IMG is responsible for providing publication space or spot-advertisement locations for Sponsor-prepared promotional/sponsorship recognitions or advertising. Advertising production, video or graphics production, talent charges, and service charges, if any, are not covered under this Agreement and remain Sponsor's sole responsibility, but Sponsor can obtain from IMG any such services for an additional service fee. Sponsor is responsible for timely submitting to IMG its advertisements, promotional/sponsorship recognitions, graphics, LED designs, video-board features, Internet displays and/or any other creative materials, as applicable, for Sponsorship Inventory ("Sponsorship Materials"). Sponsorship Materials (whether provided by Sponsor or on its behalf) are subject to IMG's approval, which approval shall not constitute approval as to conformity with any federal, state or local laws or regulations. If, by the deadline date (which IMG will provide Sponsor), IMG does not receive from Sponsor its applicable Sponsorship Materials for publication, distribution or display, or if, after the deadline date, Sponsor submits to IMG copy corrections of Sponsorship Materials after the deadline date, then IMG will not be obligated to publish Sponsorship Materials or corrected Sponsorship Materials, whichever the case may be. IMG's failure to publish Sponsorship Materials or corrected Sponsorship Materials due to Sponsor's failure to meet the deadline date, however, in no way will relieve Sponsor of any of its obligations and duties under this Agreement, including its obligation to submit payments in full, as set forth in the Installment Billing Schedule. Sponsor shall indemnify, defend and hold harmless IMG and University, and each of their parents, subsidiaries, affiliates, officers, trustees, employees and agents, from and against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from IMG's publishing Sponsorship Materials, or any parts thereof, in the form or format Sponsor (or its agent) provides, approves or requests.

Compliance. In connection with Sponsor's activities hereunder, during the Term, Sponsor shall comply with the policies, rules and regulations of University and of any athletics conference to which University belongs (as IMG may provide Sponsor from time to time), as well as the National Collegiate Athletic Association's ("NCAA") constitution, bylaws and rules (publicly available at www.ncaa.org). This obligation includes, but is not limited to, the obligation to comply with NCAA bylaws and rules restricting use of a student-athlete's name or likeness. Sponsor shall indemnify, defend and hold harmless IMG and University, and each of their parents, subsidiaries, affiliates, officers, trustees, employees and agents, from and against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from Sponsor's (or its agent's) breach or alleged breach of this section's provisions.

As required by Section 126.108(b), *Ordinance Code*: In connection with this Agreement, IMG must comply with any and all applicable federal, state and local laws, rules, regulations and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply to the purchase contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, IMG must ensure that the provisions of this Section shall be incorporated into and become a part of the subcontract.

As required by Section 126.404, *Ordinance Code*: IMG represents it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the Term. IMG agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Jacksonville Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement; *provided however*, that IMG shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the day and year first above written.—IMG agrees that, if any of the services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

Effect of Breach. If Sponsor fails to make a payment by such payment's due date, as set forth in the Installment Billing Schedule (and fails to cure any such non-payment within ten (10) days after receiving from IMG written notice with respect thereto), then

IMG reserves the right to suspend delivery (or provision) of Sponsorship Inventory to Sponsor and/or to terminate this Agreement, effective upon written notice to Sponsor. If Sponsor breaches the Trademarks section (including, without limitation, any unauthorized use of (University's or IMG's) Trademarks) or the Compliance section, then IMG reserves the right to terminate this Agreement effective upon written notice to Sponsor. If IMG terminates this Agreement before the Term concludes due to Sponsor's uncured breach in accordance with this section, then Sponsor shall remain liable for all applicable payments throughout the Term, less only the actual amount(s) IMG recoups, for Sponsorship Inventory not used by Sponsor, through University sponsorship agreements IMG obtains from sponsors after the effective termination date and before the Term's conclusion.

Unforeseen Events. If, due to public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, acts of God or similar reasons, including, but not limited to, mechanical or technological breakdowns beyond its control and without its fault, IMG is unable to perform any of its obligations hereunder, then it will not be liable to Sponsor, except to the extent of (i) providing Sponsor suitable mutually agreed upon "make goods" or (ii) allowing Sponsor a *pro rata* rate reduction with respect to Sponsor's payments hereunder. Sponsor agrees, if, for any reason, Sponsorship Inventory changes at any time during the Term, then IMG, on Sponsor's behalf, will exercise best efforts to acquire similar mutually agreed upon make goods. If, however, the parties are unable to agree mutually upon any such make goods, then IMG promptly will give Sponsor a *pro rata* credit (or, if necessary, a *pro rata* refund of fees already paid) for Sponsorship Inventory not already provided hereunder.

Assignment. This Agreement is personal to Sponsor. Sponsor shall not sell, transfer or assign this Agreement, or any of Sponsor's rights hereunder, without IMG's prior written approval, and no rights shall devolve by operation of law or otherwise upon any Sponsor assignee, receiver, liquidator, trustee or other third party. Any unauthorized assignment shall be void and of no effect unless approved by IMG in writing. Subject to the foregoing, this Agreement shall be binding upon any approved Sponsor assignee or successor, and this Agreement shall inure to the benefit of IMG, its successors and permitted assigns.

Limitation of Liability. The parties acknowledge and agree the maximum indebtedness of Sponsor for all fees, reimbursable items or other costs, services and for the services sold by IMG pursuant to this Agreement shall not exceed the sum of Twenty-Four Thousand Five Hundred and 00/100 Dollars ($24,075.00).

Miscellaneous. This Agreement (i) sets forth the parties' entire understanding with respect to its subject matter, (ii) supersedes all prior negotiations and agreements between the parties concerning such subject matter and (iii) may be modified or amended only by a written instrument each party signs. Each party represents and warrants to the other party (i) the individual signing this Agreement on its behalf is duly authorized to do so and (ii) no representations have been made or relied upon other than those expressly provided for herein. This Agreement may be executed via delivery of a facsimile transmission or other commonly used electronic means (*e.g.*, via a PDF attachment, etc.) in one (1) or more counterpart(s), each of which will be deemed an original, but all of which, taken together, constitute one (1) and the same agreement. No party's agent, employee or other representative is empowered to alter any of this Agreement's terms, unless via written instrument signed by the appropriate party's authorized officer or agent. A waiver by either party of any of this Agreement's terms or conditions in any instance will not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. IMG may terminate this Agreement, effective immediately upon delivering to Sponsor written notice thereof, if IMG's University rights agreement is terminated for any reason; provided, however, IMG shall provide Sponsor a *pro rata* refund of any amounts paid for Sponsorship Inventory not yet received as of such effective termination date. This Agreement is governed by and construed in accordance with the laws of the state of Florida, without giving effect to its conflict of law rules.

Sponsor: CITY OF JACKSONVILLE *Contract #:* 131489 *Contract Date:* 07/12/2017

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective, duly authorized officers, employees or representatives.

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

IMG College, LLC

Signature of IMG College, LLC

Name: [illegible]

Title: General Manager

Date: 6-30-17

Sponsor

Signature of Sponsor

Sam E Mousa

(Please Print)

Title: Mayor Lenny Curry

Date: 7/13/17

The foregoing [illegible] has been made for the payment of the monies provided therein to be paid.

Director of Administration and Finance

9894-309

Thank you for your business!
For billing inquiries, please contact IMG's Office of Accounts Receivable at (330) 831-0737

Office of General Counsel

ATTEST:

Corporation Secretary
City of Jacksonville

SINGLE SOURCE AWARD **BID # SS-0018-17**

Subject: FY17 Media and Advertising Publications

Department: Office of Special Events

Description of Purchase:
Recommend approval to increase the single source award for media advertising with various media outlets as listed below, for the Office of Special Events. The total requested increase amount not-to-exceed $40,000.00 for a revised award total of $100,000.00 for services through September 30, 2017.

Sample media outlets include but are not limited to: The Florida Times Union, Clear Channel Outdoor, Entertaining U, Resident Community News, Buzz Magazine, Folio Weekly, Jacksonville Free Press, Hola Noticias, The Florida Star, Jax4Kids, Jacksonville and Regional Military Publications, St. Augustine Record, Orlando Sentinel, Jacksonville Magazine, Tallahassee Democrat, Jazz Times, Downbeat Magazine, Mint Magazine, Daily Billboard, Arbus and the Financial News and Daily Record, I Heart Media, Caribbean Corner Magazine, Facebook, Twitter, Instagram, Snapchat, Money Pages, Cox Media, First Coast Parent, Brunswick News Publishing, Onyx Magazine, WCGL Gospel Radio/JBD Communications, Inc., Pure Radio Jacksonville, Chesapeake Broadcasting, Eco Latino, Morris Publishing, Jazziz Magazine, SmoothJazz News, Metro Jacksonville, Lamar Advertising, Void Magazine, WJCT, Clay Today, Jacksonville Aviation Authority, Jacksonville Transportation Authority, Groupon and Living Social.

Funding for this award to be encumbered by accounts SPET01ASE/SPET011SE-04801/04938 or PRSE134SE-04904, to be executed by purchase order(s), check requests and/or P-Card.

Sole Source Award To: Various Media and Advertising Publications

Price Justification: See Attached

Total Award: $100,000.00 **Requisition #** 198014

Attachments: Agency Memo, Previous Award

Certification as to Sole Source: Brent Fine, Special Events Manager

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

ANALYST: Chelsey Renfroe

Gregory Pease, Chief
Procurement Division

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

Teresa R. Eikner
CHAIRMAN

DATE 4/20/17

James R. McCain

ACTION OF AWARDING AUTHORITY

APPROVED **DISAPPROVED** **DATE:** 4/20/17

OTHER

SIGNATURE OF AUTHENTICATION

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

FORM GB-114, Revised 12/2007

ADMINISTRATIVE AWARD
BID No.: AD-018-17
55-0

DESCRIPTION OF GOODS/SERVICES: Recommend approval of proprietary award to Media and Advertising Publications for various events sponsored by the City of Jacksonville. Period of service is from October 1, 2016 through September 30, 2017. Advertising services usually require a deposit for services and payment upon delivery. Total estimated expenditures not to exceed $60,000.00.

Funding Source – SPET01ASE-04801/04938 or PRSE134SE-04904 – Payments to be processed by check request, P-Card and/or purchase order.

FOR AGENCY/DEPARTMENT: Sports and Entertainment/Special Events

REQUISITION NUMBERS: REQ198014 – BID #035-17

NUMBER FIRMS SOLICITED: N/A **NUMBER FIRMS BIDDING:** N/A

REASON FOR LESS THAN REQUIRED MINIMUM SOLICITATION/QUOTATION: Section 126.206 Sole-source, noncompetitive purchases

RECOMMEND AWARD TO: Various Media and Advertising Publications

CONCURRENCE BY: Brent Fine, Manager, Special Events

PRICE: $60,000.00 **TERMS:** NET 30

REASON FOR NOT ACCEPTING LOW BID: N/A

Buyer

10/5/2016
Date

Asst. Manager of Purchasing Services

10/5/2016
Date

APPROVAL

Gregory Pease, Chief, Procurement Division

10/12/16
Date

QWS3270X 3/30/2018 9:07 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 03/30/2018
LINK TO: ACCOUNT SUMMARY INQUIRY 9:07 AM

FISCAL MO/YEAR : 06 2018 CURRENCY CODE :
INDEX CODE : SPET01ASE OFFICE OF SPECIAL EVENTS
SUBOBJECT : 04801 ADVERTISING AND PROMOTION
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	MAR 2018	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	-289.31	31,463.53	31,463.53
EXPENDITURES	6,745.00	13,992.33	13,992.33
ENCUMBRANCES	-5,640.81	1,358.07	1,358.07
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	-1,393.50	16,113.13	16,113.13

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND

QWS3270X 3/30/2018 9:07 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 03/30/2018
LINK TO: ACCOUNT SUMMARY INQUIRY 9:07 AM

FISCAL MO/YEAR : 06 2018 CURRENCY CODE :
INDEX CODE : SPET01ASE OFFICE OF SPECIAL EVENTS
SUBOBJECT : 04938 MISCELLANEOUS SERVICES & CHARGES
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	MAR 2018	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	-716.31	1,042,108.98	1,042,108.98
EXPENDITURES	96,854.41	337,620.11	337,620.11
ENCUMBRANCES	21,775.93	110,483.47	110,483.47
PRE-ENCUMBRANCES	-5,234.00	3,550.78	3,550.78
REMAINING BALANCE	-114,112.65	590,454.62	590,454.62

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND

QWS3270X 3/30/2018 9:08 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 03/30/2018
LINK TO: ACCOUNT SUMMARY INQUIRY 9:07 AM

FISCAL MO/YEAR : 06 2018 CURRENCY CODE :
INDEX CODE : PRSE134SE SPECIAL EVENTS
SUBOBJECT : 04904 TRUST FUND AUTHORIZED EXPENDITURES
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	MAR 2018	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	397,680.08	15,749,427.54
EXPENDITURES	51,673.47	424,228.80	14,169,763.33
ENCUMBRANCES	44,120.62	98,360.09	127,227.50
PRE-ENCUMBRANCES	-5,997.21	.00	.00
REMAINING BALANCE	-89,796.88	-124,908.81	1,452,436.71

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND