

RESOLUTION 2024-06-11

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) AUTHORIZING THE AMENDMENT OF THE PREVIOUSLY APPROVED SIP AND STROLL AGREEMENT WITH DOWNTOWN VISION INC (“DVI”) IN ACCORDANCE WITH EXHIBIT ‘A’ AND PROVIDING FOR A THIRTY-SIX THOUSAND DOLLAR (\$36,000) CONTRIBUTION TO DVI FOR A NEW SIP AND STROLL AGREEMENT FOR EVENTS COMMENCING JANUARY 2025 IN ACCORDANCE WITH EXHIBIT ‘B’; AUTHORIZING THESE FUNDS FROM THE DIA FISCAL YEAR 2023-2024 ADMINISTRATIVE BUDGET’S EVENT CONTRIBUTION FUNDS; INSTRUCTING ITS CHIEF EXECUTIVE OFFICER TO TAKE ALL NECESSARY ACTIONS TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the mission of the DIA is, “To drive growth in business and investment, create a vibrant urban living environment and enhance quality of life in Downtown Jacksonville through the transparent and responsible leveraging of public investments, assets, infrastructure, and policy”; and

WHEREAS, at the suggestion of DIA staff and in collaboration with the COJ Department of Parks, Recreation and Community Services, which manages the Southbank Riverwalk, DVI developed a budget and plan for a monthly Sip and Stroll on the Southbank Riverwalk; and

WHEREAS, Sip and Stroll now occurs on nine (9) Third Thursdays on the Southbank Riverwalk (Jan., Feb., March, April, May, Sept., Oct., Nov., Dec.), spanning from Friendship Fountain to The Southbank Hotel, providing live music, food vendors, bars and a picnic area; and

WHEREAS, City Council via Ordinance 2021-0499 amended Chapter 55 to allow for DIA to directly enter into agreements with Downtown Vision, Inc. for the programming of parks and public spaces located within Downtown without further need for City Council approval; and

WHEREAS, DIA entered into an agreement with DVI for fiscal year 2023-2024, encumbering fifty-four thousand dollars (\$54,000) for ten (10) Sip and Stroll events at five thousand four hundred dollars (\$5,400) per event (Nov. ’23, Dec. ’23, Jan. ’24, Feb. ’24, March ’24, May ’24, June ’24, July ’24, Aug. ’24, Sept. ’24); and

WHEREAS, effective in 2024, DVI will exclude June, July and August in the monthly programming series in light of challenges presented by heat and rain during the summer months; and

WHEREAS, the cancellation of three events leaves sixteen thousand two hundred dollars (\$16,200) remaining in the existing agreement between DIA and DVI for the 2023-2024 Sip and Stroll program series; and

WHEREAS, staff recommends that the Board approve amendments to the existing agreement in accordance with Exhibit ‘A’ that would extend the performance date of the agreement

to cover the months of Oct. '24, Nov. '24, and Dec. '24, utilizing the remaining sixteen thousand two hundred dollars (\$16,200) encumbered pursuant to the existing agreement; and

WHEREAS, staff recommends that the Board approve a new agreement for events commencing Jan. '25 utilizing thirty-six thousand dollars (\$36,000) from the DIA fiscal year 2023-2024 administrative budget's event contribution funds to support the remainder of the 2024-2025 program series (Jan. '25, Feb. '25, March '25, April '25, May '25 and Sept. '25), totaling six thousand dollars (\$6,000) per event in accordance with terms set forth in Exhibit 'B' attached hereto.

NOW THEREFORE, BE IT RESOLVED by the Downtown Investment Authority:

Section 1. The DIA authorizes amendment of the existing agreement with DVI for Sip and Stroll to eliminate the events scheduled for June '24, July '24 and Aug. '24, and to extend the term of the agreement through Dec. '24, adding events for the months of Oct. '24, Nov. '24, and Dec. '24, in accordance with Exhibit 'A' attached hereto.

Section 2. The DIA authorizes execution of a new agreement and a payment of thirty-six thousand dollars (\$36,000) to DVI from the DIA fiscal year 2023-2024 administrative budget's event contribution funds to be used for production of the Sip and Stroll event series described on Exhibit 'B' attached hereto, commencing Jan. '25.


Section 3. The DIA authorizes its Chief Executive Officer to take all necessary actions to effectuate the purpose of this Resolution, including execution of an agreement for such services.

Section 4. This Resolution shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY





Patrick Kreshowski, Chair

7/1/24

Date

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

**EXHIBIT A
TO RESOLUTION 2024-06-11**

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”) is entered into this ____ day of ~~November, 2024~~ (“Effective Date”), by and between DOWNTOWN VISION, INC., a Florida not for profit corporation (the “DVI”), and the DOWNTOWN INVESTMENT AUTHORITY, a community redevelopment agency on behalf of the DIA of Jacksonville (the “DIA”).

RECITALS:

WHEREAS, the City of Jacksonville and DVI have previously entered into that certain Municipal Services Agreement dated August 13, 2021, whereby DVI deploys resources to improve the experience of downtown Jacksonville for those who live, work, visit and invest there, focusing primarily on the on-the-ground street level experience in downtown Jacksonville. DVI also operates the business improvement district as defined in the City’s Ordinance Code, and receives assessments thereunder to utilize for the benefit of downtown Jacksonville;

WHEREAS, the DIA desires to provide funding to DVI for ~~FY 23-24~~2023-2024 in the not to exceed amount of \$54,000 (the “Funds”) to partially offset costs attendant to its “Sip & Stroll” program, comprised of programming 10 events on the Southbank Riverwalk from November, 2023 through ~~September~~December, 2024 (the “Services”), as further described on Exhibit A attached hereto; and

WHEREAS, this Agreement is authorized by DIA Resolutions 2023-10-05 and Resolution 2024-06-11.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The parties hereto acknowledge the foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Term; Termination.** The term of this Agreement shall commence on the Effective Date of this Agreement and shall remain in effect until ~~September 30, 2024~~December 30, 2024 (the “Term”), unless terminated earlier by the parties pursuant to the terms of this Agreement. Except as otherwise provided herein, the DIA may terminate this Agreement during the Term at any time with or without cause upon five (5) days’ prior written notice to the other party. Termination of this Agreement for any reason shall not release or discharge either party from any obligation or liability accruing before the date of termination. DVI shall be entitled to only that reimbursement earned for Services rendered in accordance with the terms of this Agreement prior to and including the date of termination of this Agreement, however terminated, and shall not be entitled to any continuation of reimbursement following such termination.

3. **Services to be Provided by DVI.** DVI shall perform the Services during the Agreement term. If any services, functions or responsibilities not specifically described on Exhibit A are necessary for the proper performance and provision of the Services, such services, functions or responsibilities shall be deemed to be implied by and included within the Services to the same extent and in the same manner as if specifically described herein.

5. **Compensation.** DVI shall be compensated for the services in the amount and as set forth on Exhibit A attached hereto. The maximum indebtedness of the DIA for all costs, fees and other obligations in connection with this Agreement is FIFTY-FOUR THOUSAND AND NO/100 DOLLARS (\$54,000.00). The DIA's obligations under this Agreement are contingent upon the availability of lawfully appropriated funds therefor.

6. **Reserved.**

7. **Compliance with Laws.** DVI shall comply with all present and future laws, ordinances, orders, rules, regulations and requirements of the federal, state, county and municipal governments or any of their departments, bureaus, boards, commissions and officials thereof with respect to its activities in connection with this Agreement.

8. **Independent Contractor; Limitations on Authority.** DVI is an independent contractor of the DIA. Nothing contained herein shall be deemed to create an employment, agency, joint venture or partnership relationship between DVI and the DIA or any other legal arrangement that would impose liability upon one party for the act or failure to act of the other party. As an independent contractor, DVI shall exercise independent judgment as to the precise manner of performing the Services under this Agreement. DVI understands and agrees that: (a) the DIA shall not withhold from any amounts payable hereunder any sums for the payment of personal or other income taxes, unemployment insurance or social security; and (b) DVI is fully and completely responsible for its own employment tax payments and workers' compensation insurance, social security and any other required tax payments or withholding. Neither party is granted hereby, and neither party shall hold itself out as having, any right or authority to enter into any contract, incur any liabilities, create any obligation or responsibility or make any representation or warranty, express or implied, on behalf of or in the name of the other party, or to otherwise bind the other party in any manner.

9. **Reserved.**

10. **Access to Books and Records.** Until the expiration of three (3) years after the furnishing of Services under this Agreement, DIA shall make available to the DIA in connection with this Agreement, all Records as set forth on Exhibit B attached hereto and incorporated herein by this reference.

11. **No Waiver of Sovereign Immunity.** The parties acknowledge that the DIA is a consolidated municipal and county political subdivision of the State of Florida. Nothing in this Agreement shall be interpreted or construed as a waiver of the DIA's or City's common law sovereign immunity any greater than the limited waiver set forth in Section 768.28, Florida Statutes.

12. Breach/Termination.

- a) If DVI breaches any term of this Agreement, including the duty to provide the Services within the time specified, and fails to correct said breach within five (5) business days from receipt of written notice of the breach, the DIA may terminate the whole or any part of this Agreement, or exercise any other rights the DIA may have at law or in equity.
- b) Termination of this Agreement for breach shall be upon no less than 24 hours' notice in writing if the breach has not been corrected within five (5) business days after notice of the breach.
- c) Upon receipt of a notice of termination, except as otherwise directed, DVI shall:
 - 1. Cease providing Services under this Agreement on the date and to the extent specified in the notice of termination.
 - 2. Place no further orders or subcontracts for the performance of the Services for the Program.
 - 3. Terminate all orders and subcontracts that relate to the performance of the Services for the Sip & Stroll program.
 - 4. Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including the final report, and return any unspent funds provided by the DIA pursuant hereto.
- d) All remedies of whatever nature and for whatever cause provided for in this Agreement are not exclusive but are cumulative and supplemental to all remedies available to the DIA at law or in equity.

13. Severability. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the law and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, in the event that any provision of this Agreement would be held in any jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

14. Notices. Any notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, personally delivered, delivered by courier or sent by registered mail (return receipt requested and postage prepaid), in each case addressed to the parties at their respective addresses indicated below, or at such other address as any party shall have specified by notice given in accordance herewith.

If to DVI:

Downtown Vision, Inc.
214 N. Hogan St., Suite 120
Jacksonville, Florida 32202

Attn: Jacob Gordon

If to the DIA: Downtown Investment Authority
117 West Duval Street, Suite 310
Jacksonville, Florida 32202
Attn: Chief Executive Officer

With a copy to: Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary

15. **Reserved.**

16. **Unauthorized Workers.** The employment by DVI of unauthorized aliens is a violation of Section 274A(e) of the Federal Immigration and Naturalization Act and Section 448.095, *Florida Statutes*, and a material breach of this Agreement, and DIA may unilaterally cancel this Agreement upon fifteen (15) days' prior written notice of such cancellation. DVI shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by DVI during the Term. DVI shall require any contractors or subcontractors performing any part of the Services to comply with this provision and shall incorporate this obligation in any subcontracts. The DIA shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding or canceling of this Agreement due to a violation of this section.

17. **Force Majeure.** If the performance by either party hereunder is delayed or prevented at any time due to circumstances beyond the control of such party; including, without limitation, those resulting from labor disputes, fire, floods, natural disasters, riots, blackouts, civil disturbances, weather conditions, restrictions imposed by or control exercised by a governmental entity, unavoidable casualties or acts of God, acts of terror, acts of a public enemy, or a shortage of or inability to obtain materials, equipment or labor, the performance of such party shall be excused until such condition no longer exists. Either party claiming an event of Force Majeure under this Section shall notify the other party hereto within ten (10) days of the occurrence of the Force Majeure event. The party whose performance is delayed or prevented as described in this Section 17 shall use commercially reasonable efforts to eliminate or modify any force majeure condition.

18. **DIA Required Provisions.**

- a) **Indemnification.** DVI shall indemnify, defend and hold harmless the DIA, its directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs; including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of DVI or its employees, agents, subcontractors or other persons employed or utilized by DVI in the performance of this Agreement or the work performed hereunder. Nothing in this Agreement shall be construed as a waiver or limitation of the DIA's rights accorded by the Florida Constitution as codified in

Section 768.28, Florida Statutes. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to this Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of this Agreement.

- b) Representations. DVI represents and warrants that its employees, contractors and subcontractors in performing its obligations under this Agreement shall exercise the degree of skill and care required by customarily accepted good practices and procedures in performing such services and activities consistent with the prevailing standards of the industry.
- c) Insurance. DVI shall coordinate with the City's Office of Special Events and Parks, Recreation and Community Services Division to obtain the applicable use and special events permits, and shall comply with the insurance requirements as set forth therein.
- d) Retention of Records/Audit. As required by Section 126.108(a), *DIA of Jacksonville Ordinance Code*, DVI and each of its respective subcontractors shall maintain all business records directly pertinent to the performance of this Agreement ("Records") and shall make such Records available at all reasonable times for examination by the DIA during the Term of this Agreement and for three (3) years from the date of final payment under this Agreement during DVI's regular business hours.
- e) Compliance with Laws. As required by Section 126.108(b), *DIA of Jacksonville Ordinance Code*, DVI must comply with any and all federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time, applicable to DVI. Such laws, rules, regulations, and ordinances may 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 this Agreement, and also Chapter . If any of the obligations of DVI under this Agreement are to be performed by a subcontractor, DVI must ensure that the provisions of this Section shall be incorporated into and become a part of the subcontract.
- f) Non-discrimination. As required by Section 126.404, *City of Jacksonville Ordinance Code*, DVI represents that it has adopted, and will maintain throughout the Term of this Agreement, a policy of nondiscrimination or non-harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. DVI 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 nondiscrimination provisions of this Agreement; *provided however*, that DVI shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the Effective Date. DVI 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.

- g) Contract Managers. Each party will designate a Contract Manager during the Term whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of this Agreement. As of the Effective Date, the DIA's Contract Manager is John Crescimbeni, 117 West Duval Street, Suite 310, Jacksonville, Florida 32202, jcrescimbeni@coj.net and DVI's Contract Manager is Eric Miller, 214 N. Hogan Street, #120, Jacksonville, Florida 32202 eric@downtownjacksonville.com. 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.
- h) Authority; No Conflict. DVI represents that it is a duly incorporated and validly existing entity. DVI is authorized to conduct business and is in good standing in the State of Florida. DVI has full power and authority to execute and deliver this Agreement and all documents contemplated by this Agreement, and to perform its contractual obligations. Entering into this Agreement will not conflict with or result in a breach of any other agreement to which DVI is a party. The individual signing on behalf of DVI has full power and authority to do so, and DVI shall deliver to the DIA promptly upon request all documents reasonably requested by the DIA to evidence that authority. The making, execution and delivery of this Agreement and performance of all contractual obligations by DVI have been duly authorized and approved by all necessary company action of DVI.
- i) Public Records. All documents, data and other records received by the DIA in connection with this Agreement are public records and available for public inspection unless specifically exempt by law. DVI shall allow public access to all documents, data and other records made or received by DVI in connection with this Agreement unless the records are exempt from Section 249(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. The DIA may unilaterally terminate this Agreement if DVI refuses to allow public access as required under this Agreement.

If DVI believes that any portion of any documents, data or other records submitted to the DIA in connection with this Agreement are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records Laws"), the party claiming the exemption must: (1) clearly segregate and mark the specific sections of the document, data and records as "Confidential", (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide the DIA with a separate redacted copy of the

documents, data, or records (the “Redacted Copy”). The Redacted Copy shall contain the DIA’s contract name and number, and shall be clearly titled “Redacted Copy”. DVI should only redact those portions of records that DVI claims are specifically exempt from disclosure under Florida’s Public Records Laws. If the party claiming an exemption fails to submit a redacted copy of documents, data, or other records it claims is confidential, the DIA is authorized to produce all documents, data, and other records submitted to the DIA in answer to a public records request for these records.

In the event of a public records or other disclosure request under Florida’s Public Records Laws or other authority to which DVI’s documents, data or records are responsive, the DIA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, the DIA will notify DVI that such an assertion has been made. It is the responsibility of the party claiming the exemption to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. If the DIA becomes subject to a demand for discovery or disclosure of the redacted information under legal process, the DIA shall give DVI prompt notice of the demand prior to releasing the redacted information (unless otherwise prohibited by applicable law). The party claiming the exemption shall be responsible for defending its determination that the redacted portion(s) of the information are not subject to disclosure.

The party claiming the exemption shall protect, defend, and indemnify the DIA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including, but not limited to, reasonable attorney’s fees and costs) arising from or relating to the assertion that all or any portion of its information is not subject to disclosure.

In accordance with Section 119.0701, Florida Statutes, DVI shall:

(a) Keep and maintain public records required by the DIA to perform the Services under this Agreement; and

(b) Upon request from the DIA’s custodian of public records, provide the DIA with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements, including medical records, are not disclosed except as authorized by law for the duration of the Term of this Agreement and following termination of this Agreement if DVI does not transfer the records to the DIA; and

(d) Upon termination of this Agreement, transfer to the DIA at no cost all public records in possession of DVI or keep and maintain public records required by the DIA to perform the Services required under this Agreement. If DVI transfers all public records to the DIA upon termination of this Agreement, DVI shall destroy

any duplicate public records remaining in its possession that are confidential or exempt from public records disclosure requirements. If DVI keeps and maintains public records upon completion of this Agreement, DVI shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DIA upon request from the DIA's custodian of public records in a format that is compatible with its information technology systems.

The above requirements apply to DVI to the extent it is a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 255-7674; PRRGOVQA@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

19. **Waiver Not Consent.** Any waiver of any breach of this Agreement by a party hereto shall not be construed to be a continuing waiver or consent to any subsequent breach by such party.

20. **Assignment.** No party hereto may assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

21. **Binding Effect.** This Agreement shall be enforceable in accordance with its terms by the parties hereto and shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement shall confer any rights or benefits upon any person other than the parties hereto and their respective successors and permitted assigns.

22. **Exclusive Jurisdiction and Venue.** Venue for any litigation, legal action or other proceeding brought for the interpretation or enforcement of this Agreement, or because of a dispute or alleged breach or default in connection with any provision of this Agreement, shall lie solely in the state courts of the State of Florida located in Duval County, Florida. The parties hereby: (a) consent to personal jurisdiction and venue in such courts; (b) agree that such courts shall have exclusive jurisdiction over any matters arising out of or related to this Agreement; (c) acknowledge and agree that they will accept service of process by registered or certified mail, or the equivalent, directed to their last known address as determined by the other party or parties or by whatever other means are permitted by such courts; and (d) waive all claims to the effect that any of the aforementioned courts constitute an inconvenient forum.

23. **Governing Law; Construction.** This Agreement and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Florida and applicable federal law, without regard to any conflict or choice-of-law rule or principle that would refer the governance, construction or enforcement of this Agreement to the laws

of another jurisdiction. The parties agree that the language, terms and conditions in this Agreement are not to be construed in any way against or in favor of any party hereto by reason of the responsibilities of the parties in connection with the preparation of this Agreement.

24. **Entire Agreement; Amendments.** This Agreement supersedes any prior or contemporaneous agreements or understandings, oral or written, with respect to the subject matter hereof and contains the entire understanding and agreement among the parties with respect to the subject matter hereof. This Agreement may not be altered, modified or amended except by a subsequent written agreement entered into by the parties hereto.

25. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original document, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic transmission (including PDF) shall have the same force and effect as delivery of a manually executed counterpart of this Agreement.

26. **Purchase Order; DIA Authority.** The parties acknowledge that the DIA has issued a Purchase Order (the "**Purchase Order**") to pay for the Services provided hereunder. To the extent of a conflict between the terms of the Purchase Order and this Agreement, this Agreement shall control. The DIA is authorized to enter into this Agreement pursuant to DIA Resolution 2023-10-05.

(The remainder of this page has been intentionally left blank by the parties. Signature page to immediately follow.)

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

DOWNTOWN VISION, INC.

By: _____
Jacob Gordon
Chief Executive Officer

DOWNTOWN INVESTMENT AUTHORITY

By: _____
Lori N. Boyer
Chief Executive Officer

Encumbrance and funding information for internal DIA use:

Amount.....\$54,000.00

In accordance with Section 24.103(e) of the *Ordinance Code* of the DIA of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Agreement. Actual encumbrance(s) shall be made by subsequent purchase order(s) as specified in said Agreement.

Director of Finance
DIA Contract Number:
Purchase Order Number:

FORM APPROVED:

By: _____
Office of General Counsel

EXHIBIT A

Scope of Services and Schedule of Fees

Sip & Stroll Program – DIA Park Programming Scope of Work

Request: Downtown Vision, Inc. (DVI) requested \$54,000 in funding from DIA to support its Sip & Stroll program (“SS”), which will be utilized to pay for musical talent and associated expenses for staging, sound and lighting, security, signage and supplies and additional activation expenses at the year-long program series.

Amount Approved by Board: \$54,000

Source of Funds: ~~SS CRA Parks and Programming~~ DIA Administrative Budget Event Contribution

Eligible uses of funds:

SS production expenses eligible for reimbursement by DIA (Eligible Expenses) include:

- Musical talent fees
- Musical production expenses, including lighting, staging, and attendee seating
- Security fees
- Signage and supplies
- Additional activation expenses, including artistic seating, interactive art, street theater fees, digital sculpture, ambiance lighting

Timing of Payments:

~~Two-Three~~ payments will be made- one upon completion of the first three events, one following the September event, in the series and one at the end of the series.

Documentation required to support payment request:

Payment One- A payment of \$27,000.00 upon evidence of completion of the first three events (Nov-Jan). The amount of the initial payment is fixed at \$27,000 regardless of the total of paid invoices to date.

Payment Two - a payment of ten thousand eight hundred dollars (\$10,800) shall be payable following the completion of the May 2024 and September 2024 events due within thirty (30) days of written request from DVI.

Payment Three - a final payment of sixteen thousand two hundred dollars (\$16,200) shall be payable following the completion of the final event within the amended 2023-2024 agreement due within thirty (30) days of written request from DVI. ~~Payment Two—A payment not to exceed~~

~~\$27,000.00 payable upon completion of the series and delivery of paid invoices and receipts for eligible expenses totaling a minimum of \$54,000 for the series. In the event the total of all invoices paid equals or exceeds \$54,000.00 the entire \$27,000 second payment will be made. In the event the total of all paid invoices for eligible expenses is less than \$54,000, the amount of Payment Two will be reduced accordingly.~~

EXHIBIT B

AUDIT REQUIREMENTS

The following audit requirements are in addition and supplemental to any other audit requirements contained in this Agreement:

1. DVI shall establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services, and all other documents (the "Records") in a format sufficient to reflect all receipts and expenditures of the DIA funds.
2. DVI shall retain all Records pertinent to this Agreement for a period of three (3) years after final disbursement of the DIA funds. If an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the Records shall be retained, at no cost to the DIA, until resolution of the audit findings or any litigation based on the terms of this Agreement. Records shall be retained for longer periods when any retention period required by law exceeds the time frames required in this paragraph.
3. Upon demand, at no additional cost to the DIA, DVI shall facilitate the duplication and transfer of any Records during the applicable retention period.
4. DVI shall provide the Records at all reasonable times for inspection, review, copying, or audit by the DIA, the City of Jacksonville's Council Auditor's Office, the Office of Inspector General, the State of Florida, or their authorized third-party auditors or designees.
5. At all reasonable times for as long as DVI maintains the Records, DVI shall allow persons authorized by the DIA to have full access to and the right to examine any of the Records, regardless of the form in which kept.
6. DVI shall comply and cooperate immediately with any inspections, reviews, or investigations deemed necessary by the DIA.
7. DVI shall permit the DIA to interview any of DVI's employees, contractors, and subcontractors' employees to assure the DIA of the satisfactory performance pursuant to any agreement between DVI and the DIA. Following such review, if DVI's performance is, in the opinion of the DIA, deficient, the DIA will deliver to DVI a written report of the deficiencies and request for DVI's development of a corrective action plan. DVI agrees to prepare and submit to the DIA a corrective plan within five (5) business days of receiving the DIA's written report. DVI

shall correct all deficiencies identified in the corrective action plan within five (5) business days from the DIA's receipt of the corrective action plan.

8. All reports, audits, and other information DVI provides pursuant to this Agreement shall contain the following statement: **"The information provided to the DIA of Jacksonville in this submittal is submitted under penalties of perjury, under Section 837.06, Florida Statutes"**.

9. If DVI uses any contractors or subcontractors in utilization of the DIA funds, DVI shall include the audit, inspections, investigations, and record-keeping requirements providing herein in all such subcontracts and assignments. DVI shall also ensure any subrecipients of DIA funds, if any, are subject to the audit, inspections, investigations, reporting and record-keeping requirements provided herein and said requirements shall be included in any contract with any subrecipient.

EXHIBIT B

AUDIT REQUIREMENTS

The following audit requirements are in addition and supplemental to any other audit requirements contained in this Agreement:

1. DVI shall establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services, and all other documents (the “**Records**”) in a format sufficient to reflect all receipts and expenditures of the DIA funds.
2. DVI shall retain all Records pertinent to this Agreement for a period of three (3) years after final disbursement of the DIA funds. If an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the Records shall be retained, at no cost to the DIA, until resolution of the audit findings or any litigation based on the terms of this Agreement. Records shall be retained for longer periods when any retention period required by law exceeds the time frames required in this paragraph.
3. Upon demand, at no additional cost to the DIA, DVI shall facilitate the duplication and transfer of any Records during the applicable retention period.
4. DVI shall provide the Records at all reasonable times for inspection, review, copying, or audit by the DIA, the City of Jacksonville’s Council Auditor’s Office, the Office of Inspector General, the State of Florida, or their authorized third-party auditors or designees.
5. At all reasonable times for as long as DVI maintains the Records, DVI shall allow persons authorized by the DIA to have full access to and the right to examine any of the Records, regardless of the form in which kept.
6. DVI shall comply and cooperate immediately with any inspections, reviews, or investigations deemed necessary by the DIA.
7. DVI shall permit the DIA to interview any of DVI’s employees, contractors, and subcontractors’ employees to assure the DIA of the satisfactory performance pursuant to any agreement between DVI and the DIA. Following such review, if DVI’s performance is, in the opinion of the DIA, deficient, the DIA will deliver to DVI a written report of the deficiencies and request for DVI’s development of a corrective action plan. DVI agrees to prepare and submit to the DIA a corrective plan within five (5) business days of receiving the DIA’s written report. DVI shall correct all deficiencies identified in the corrective action plan within five (5) business days from the DIA’s receipt of the corrective action plan.
8. All reports, audits, and other information DVI provides pursuant to this Agreement shall contain the following statement: “**The information provided to the DIA of Jacksonville in this submittal is submitted under penalties of perjury, under Section 837.06, Florida Statutes**”.
9. If DVI uses any contractors or subcontractors in utilization of the DIA funds, DVI shall include the audit, inspections, investigations, and record-keeping requirements providing herein in

all such subcontracts and assignments. DVI shall also ensure any subrecipients of DIA funds, if any, are subject to the audit, inspections, investigations, reporting and record-keeping requirements provided herein and said requirements shall be included in any contract with any subrecipient.

**EXHIBIT B
TO RESOLUTION 2024-06-11**

**SCOPE OF WORK AND PAYMENT TERMS
SIP AND STROLL**

- I. **Purpose and Overview:** Downtown Vision, Inc. (“DVI”), a not-for-profit business improvement district in Downtown Jacksonville, operates with the mission to build and maintain a healthy and vibrant Downtown Jacksonville and to promote Downtown as an exciting place to live, work, visit, and invest. DVI works in close coordination with the Downtown Investment Authority (“DIA”) and other City of Jacksonville (“City”) agencies to support the shared goals for Downtown’s improvement and activation, as stated in the DIA’s Community Redevelopment Area Plan and Business Investment and Development Strategy. In furtherance of those goals, DVI launched and has since produced the Sip and Stroll event series (“Sip and Stroll”) in 2021, which programs an approximately one-half mile stretch of the Southbank Riverwalk with artists, vendors, concessions, and other activations on the third Thursday of specified months. DVI requests, and DIA has agreed to provide, up to *thirty-six thousand dollars (\$36,000)* (“DIA Support”) from the DIA to support Sip and Stroll for a period extending from January 1, 2025 through September 30, 2025, which will include five (5) individual events barring cancellation due to weather. These funds will be paid and invested according to the following schedule and terms.

- II. **Term and Project Schedule:** The DIA Support shall be invested in the production of five (5) individual Sip and Stroll events occurring on the third Thursday of each month during a term extending from January 1, 2025 through September 30, 2025 (“Term”), in accordance with the below schedule (“Project Schedule”). The total number of events and/or the Project Schedule may be impacted due to inclement weather cancellations, which shall not impact DVI’s access to the full amount of the DIA Support or the Payment Terms and Schedule included in Paragraph IV of this Exhibit.

Project Schedule

 - a. January 16, 2025;
 - b. February 20, 2025;
 - c. March 20, 2025;
 - d. April 17, 2025
 - e. May 15, 2025; and
 - f. September 18, 2025

- III. **Allowable Expenses:** The DIA Support shall be expended on or provided as reimbursement for the following expenses in support of Sip and Stroll during the Term (“Allowable Expenses”):
 - a. Musical and other artistic programming expenses;
 - b. Lighting, staging, audio-visual, or other production expenses;
 - c. Restroom facilities, barricades, or other event infrastructure expenses;
 - d. Event marketing expenses; and

- e. Security or other emergency personnel expenses.

IV. **Payment Terms and Schedule:** Payment of the DIA Support will be made according to the following schedule:

- a. A payment of *eighteen thousand dollars (\$18,000)* shall payable following the completion of the first three events within the agreement (January, February, and March) not to exceed six thousand dollars (\$6,000) per event, due within thirty (30) days of a written request from DVI.
- b. A final payment of *eighteen thousand dollars (\$18,000)* shall be payable following the completion of the final event within the Term, not to exceed six thousand dollars (\$6,000) per event, due within thirty (30) days of a written request from DVI and a report detailing the expenditure of at least *thirty-six thousand dollars (\$36,000)* on Allowable Expenses for the months of January, February, March, April, May, and September of 2025.

V. **Reporting:** by October 30, 2025, DVI shall submit to the DIA a final report summarizing marketing efforts and operations related to the production of Sip and Stroll during the Term.