13

SINGLE SOURCE AWARD **BID # SS-12022-22**

Subject: 2022 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 2022 Jax River Jams Concert Series. The sponsoring partnerships includes the procurement of all event production needs, safety, performers, etc. and 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, 2022. The total requested expenditure not to exceed $856,000.00.

Funding Source:
00113.133101.549040.000000.00001774.00000.0000000, to be executed by formal contract through 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: $856,000.00 **Requisition #** PRSP-501535-22

Attachments: Agency Memo; Single Source Form

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

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

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

January 12, 2022

TO: Greg Pease, Chief
Procurement Division

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

Subject: Single Source Request for a Sponsored Partnership Agreement between the City of Jacksonville and Downtown Vision, Inc. for the 2022 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 2022.

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.

The agency has researched the availability of the requested goods/services from other sources and DVI is the only Supplier available to partner and sponsor as they are the hosting producers of the 2022 Jax River Jams Concert Series.

Estimated expenditures are not expected to exceed $856,000 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 REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a Supplier subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

Sponsoring partnership between Downtown Vision, Inc (DVI) and the City of Jacksonville (COJ)to host and produce the Jax River Jams, Spring Concert Series set to take place in April of 2022 throughout downtown Jacksonville. The sponsoring partnership is to include the procurement of all event production needs, safety, performers etc as outlined in the partnership contract between the COJ and DVI.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

Downtown Vision, Inc. is the 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. 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.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

The Department of Parks, Recreation and Community Services, Division of Sports and Entertainment has researched the availability of the requested goods/services from other sources and DVI is the only Supplier available to partner and sponsor as they are the hosting producers of the 2022 Jax River jams Concert Series

Procurement Division

March, 2020

1-12-22

City of Jacksonville
Sports and Entertainment

Purchase Request Form

Submit Completed Form with Documentation and Signatures in Section 10 to Accounting Manager

1 Downtown Vision, INC
SUPPLIER NAME

2 $ 856,000.00
AMOUNT REQUESTED/ESTIMATE

3 [X] Purchase Order [ ] Check (Mailed) [ ] Check (On Site) [ ] P-Card [ ] Internal Service [X] Other: Contract
PAYMENT METHOD

4 Partnership Contract
REQUESTED PURCHASE ITEMS

5 Jax River Jams
EVENT NAME

Thursdays in April 2022
EVENT DATE

6 Agreement to understand terms between COJ and DVI
JUSTIFICATION

PAYEE INFORMATION

7 Downtown Vision, INC
SUPPLIER NAME

www.downtownjacksonville.org
SUPPLIER WEBSITE

214 N. Hogan Street
STREET

120
APARTMENT/SUITE

Jacksonville
CITY

FL
STATE

32202
ZIP

Eric Miller
CONTACT NAME

832-444-7529
TELEPHONE

eric@downtownjacksonville.org
EMAIL

PURCHASE INFORMATION

8 List any special instructions or information regarding your order not listed on the business quote, e.g. - quantity, color, size, etc.

Do not encumber these funds

DOCUMENTATION

9 Attach official itemized quotes, contracts or other documentation for the requested purchase

AUTHORIZATION

10 By signing, I indicate that the above information is true and correct to the best of my knowledge and understand that requests are not approved until a PO, contract or other authorized procurement method is approved; available budget does not indicate approval for particular expenditures; all expenditures are subject to Chief and Procurement approval.

REQUESTOR SIGNATURE — DATE 1/10/22

SUPERVISOR SIGNATURE (If Required) — DATE

Brent Fine
REQUESTOR PRINTED NAME — DATE 1/10/22

SUPERVISOR PRINTED NAME (If Required) — DATE

OFFICE USE

APPROVE [X] DISSAPPROVE [ ] — ACCOUNTING MANAGER — DATE 1/10/22

APPROVE [✓] DISSAPPROVE [ ] — Director, Parks Recreation and Community Services — DATE 1-12-22

[ ] Artistic Award [ ] Bid [ ] Contract [ ] Sole Source
PROCUREMENT METHOD

Requisition: _____ Fund(5)/Center(6): SPET ____ PRSE ____ Misc ____

Account(6): _____ Activity(8): _____ FY: ____ Date entered: _____

iCloud: 599140.00001774 $TRUST

NOTES:

*no fund encumbrance
held POA for OGC & SS

EVENT PARTNERSHIP AGREEMENT

BETWEEN

THE CITY OF JACKSONVILLE

AND

DOWNTOWN VISION, INC.

FOR

JAX RIVER JAMS CONCERT SERIES

THIS EVENT PARTNERSHIP AGREEMENT (the "Agreement") is made and entered into on this _____ day of _____, 2021 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal and county political subdivision duly organized and validly existing under the laws of the State of Florida (the "City"), whose address is c/o Office of Sports and Entertainment, 214 North Hogan Street, 4th Floor, Jacksonville, Florida 32202, and **DOWNTOWN VISION, INC.**, 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 ("DVI").

WHEREAS, City is host to the Jax River Jams Concert Series to be held in downtown Jacksonville (the "Event") and owns all rights to said Event and 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; and

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.

WHEREAS, in recognition of DVI'S unique expertise and relationship to the CITY concerning the shared goal of maintaining, enhancing, marketing, and programming Downtown Jacksonville, Section 28.103, *Ordinance Code* authorizes the Director of the Department of Parks, Programming, and Community Services to execute agreements with DVI to support activities related to the activities, programs, and services set forth in Section 55.117, *Ordinance Code;* and

WHEREAS, as authorized by Section 28.103, *Ordinance Code*, the CITY desires to enter into this Partnership agreement with DVI for the collaborative production of the Jax River Jams Outdoor Concert Series (the "SERIES"), a large-scale outdoor concert occurring on four dates in Downtown Jacksonville;

IN CONSIDERATION of the mutual obligations set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged, it is mutually understood and agreed as follows:

1. The recitals set forth above are accurate, correct, and true and are incorporated herein by this reference.

2. DVI and COJ shall deliver and otherwise perform its activities in accordance with the Terms of Agreement in **Exhibit A.** No other rights or benefits will be provided to DVI without City's express prior written consent.

3. DVI has reviewed and agrees that at all times during the Event it shall comply with the following provisions of the Jacksonville Ordinance Code, as applicable: (i) the public safety standards (Section 191.113); (ii) the emergency medical services requirements (Section 119.114); (iii) the public safety, personal security, and property safety regulations (Section 191.115); and, (iv) the standards for sanitary facilities (Section 191.117). Supplier further agrees that it will comply at all times with all applicable federal, state, and municipal laws and shall not in any way subject the City to liability or exposure for failure to adhere to the same.

4. DVI hereby represents, warrants, and agrees that all Supplier-provided trademarks and/or logos to be used in accordance with **Exhibit A** do not infringe the trademarks, trade names, or other such rights of any third party. Supplier acknowledges City is subject 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.

5. City will provide limited roving security for the duration of the Event. However, said security is for City's sole benefit and as such, City may, in its sole discretion, make changes in the provision thereof from time to time without notification to Supplier. City agrees to facilitate additional security if requested by Supplier so long as Supplier agrees to pay in advance the costs of such additional security for the Event.

6. If the Event does not take place due to circumstances that are not reasonably foreseeable or that are outside the City'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, 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 the Event, or any other force majeure event beyond City'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 Event is cancelled for a Force Majeure Event, this Agreement shall be terminated, the parties' obligations hereunder will be fully excused, and each party shall bear its own costs incurred in connection with this Agreement.

7. Supplier agrees to the indemnification provisions and obligations contained in **Exhibit B**, attached hereto and incorporated herein by this reference.

8. Supplier shall obtain and maintain insurance in the forms and amounts specified in **Exhibit C** for the duration of the Event or for such other duration as may be specified in this Agreement or any exhibits hereto.

9. Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between City and Supplier.

10. Supplier understands and agrees that no third-party sponsorships for broadcast or onsite promotions will be permitted as part of its partnership with City for the Event. Supplier shall not transfer, pledge, assign, or convey its interest in this Agreement or any part hereof without City's prior written consent. Supplier's attendance at the Event is for the sole purpose of promoting small businesses. Supplier shall not bring any additional marketing partners or sponsors or any third party marketing or promotional materials to the Event. Assignment or transfer by Supplier of this Agreement or any part hereof in violation of this section shall be grounds for immediate termination of this Agreement without liability to Supplier or any third party.

11. The parties agree that informal communications relating to day-to-day Event planning and coordination activities shall be exchanged between Supplier's contact and City's Division of Sports and Entertainment's contact identified in **Exhibit A**, and that such informal communications will be by email or other efficient means. However, in the event formal notice is required pursuant to the terms of this Agreement, then such notice shall be in writing and shall be deemed duly delivered and given when personally served or mailed postage prepaid by certified mail to the other party at the address designated below. A

party may change its address as designated herein by giving written notice thereof as provided herein.

If to City: City of Jacksonville

c/o Office of Sports and Entertainment

214 North Hogan Street, 4th Floor

Jacksonville, Florida 32202

Attn: Sponsorship Coordinator

With a copy to: Office of General Counsel

City of Jacksonville

117 West Duval Street, Suite 480

Jacksonville, Florida 32202

Attn: Governmental Operations

If to Supplier: To the address set forth in **Exhibit A**.

12. If any one or more of the agreements, provisions, covenants, conditions, and terms of the Agreement shall for any reason whatsoever be held invalid, then such agreements, provisions, covenants, conditions, or terms shall be null and void with no further force or effect and shall be deemed separable from the remaining agreements, provisions, covenants, conditions, and terms of the Agreement and shall in no way affect the validity of any of the other provisions hereof.

13. Nothing herein, express or implied, is intended to create any rights in any third parties, it being understood that there are no third-party beneficiaries to this Agreement.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the ordinances of the City of Jacksonville. Venue for any action arising out of this Agreement shall lie exclusively in the jurisdictional courts of Duval County, Florida.

15. This Agreement contains the entire agreement between the respective parties hereto and supersedes any and all prior agreements and understandings between the respective parties hereto relating to the subject matter hereof. No statement or representation of the respective parties hereto, their agents, or their employees made outside of this Agreement and not contained herein shall form any part hereof or bind any respective party hereto. This Agreement shall not be supplemented, amended, or modified except by written instrument signed by the respective parties hereto.

16. The waiver by either party of any breach of this Agreement by the other party shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Agreement.

17. This Agreement may be executed in counterpart and .PDF format, each of which counterparts when taken together shall be deemed to constitute an entire and original Agreement. The undersigned representative of Supplier represents to City that such person is authorized to sign this Agreement on behalf of Supplier, thereby binding Supplier to the terms, conditions, and obligations provided herein.

[Remainder of page left blank intentionally. Signature page immediately follows.]

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement for the purposes expressed herein effective as of the day and year first above written.

WITNESS:

By: _____

Name: _____

Title: _____

Date: _____

8103 CLOTHING, INC

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

James R. McCain, Jr.,

Corporation Secretary

CITY OF JACKSONVILLE

By: _____

Lenny Curry, Mayor

Form Approved:

_____

City Contract/Reference Number:

_____