

**CITY SERVICE AGREEMENT**

**FOR**

**THE 2020 REPUBLICAN NATIONAL CONVENTION CELEBRATION**

**THIS CITY SERVICE AGREEMENT FOR THE 2020 REPUBLICAN NATIONAL CONVENTION CELEBRATION** (this “*City Service Agreement*”), dated July \_\_, 2020 (the “*Effective Date*”) is by and between (a) the **CITY OF JACKSONVILLE, FLORIDA**, a municipal corporation and political subdivision in and of the State of Florida, with its principal offices located at 117 W. Duval Street, Suite 400, Jacksonville, Florida 32202 (collectively, with all divisions, departments and agencies thereof, the “*City*”); (b) the **REPUBLICAN NATIONAL COMMITTEE**, an unincorporated political committee organized in the District of Columbia with its principal offices located at 310 First Street, S.E., Washington, D.C. 20003, and inclusive of the Committee on Arrangements for the 2020 Republican National Convention (the “*COA*”) or any other committee or organization formed by the Republican National Committee to act as its agent for purposes of planning and managing the Convention (the “*RNC*”); and (c) the **2020 JACKSONVILLE HOST COMMITTEE, INC.**, a nonprofit corporation organized under the laws of the State of Florida, with its principal offices located at 225 Water Street, Suite 2000 (20<sup>th</sup> Floor), Jacksonville, Florida 32202 (the “*Host Committee*”). (Each of the above is sometimes referred to as a “*Party*” or collectively as the “*Parties*”).

**WITNESSETH:**

**WHEREAS**, the RNC desires that Jacksonville, Florida serve as the site of portions of the 2020 Republican National Convention Celebration and its related celebrations (the “*Convention Celebration*”); and

**WHEREAS**, the Host Committee desires that Jacksonville, Florida serve as the site of the Convention Celebration and in connection therewith the Host Committee desires to provide or cause to be provided certain facilities, goods, equipment, and services, and to undertake certain obligations, all on the terms and conditions set forth in the Site Agreement for the Convention entered (or to be entered) into by and between the Host Committee and the RNC as well as in this City Service Agreement; and

**WHEREAS**, the City’s Mayor and City Council have acknowledged that the Convention Celebration will improve and expand the City’s economy and the economy of the region; and

**WHEREAS**, the City owns and possesses the right to license certain facilities known as VyStar Veterans Memorial Arena, located at 300 A Phillip Randolph Blvd, Jacksonville, FL 32202 (the “*Arena*”); 121 Financial Ballpark, located at 301 A Philip Randolph Blvd., Jacksonville FL 32202 (the “*Ballpark*”); TIAA Bank Field, located at 1 TIAA Bank Field Dr., Jacksonville, FL 32202 (the “*Stadium*”); Daily’s Place Amphitheater, located at 1 Daily’s Place Dr., Jacksonville, FL 32202 (the “*Amphitheater*”); Daily’s Place Flex Field, located at 1 Daily’s Place Dr., Jacksonville, FL 32202 (the “*Indoor Practice Facility*”); and other parking lots and properties described in Exhibit 1 (collectively, the “*Convention Celebration Venues*”); and;

**WHEREAS**, ASM Global, Inc., located at 300 A. Philip Randolph Boulevard, Jacksonville, Florida 32202 (“*ASM*”), manages and operates the Convention Celebration Venues;

**WHEREAS**, the City intends to make available to the RNC and Host Committee the Convention Celebration Venues as venues for the Convention Celebration and uses related thereto, including but not limited to News Media Work Space(s) and all ancillary activities, functions, and events to the Convention Celebration; and

**WHEREAS**, the Parties wish to set out their respective duties and obligations to one another in connection with the Convention Celebration; and

**WHEREAS**, the City is authorized to enter into this City Service Agreement pursuant to Ordinance 2020-\_\_\_-E, attached hereto as Exhibit 2 (the “*Ordinance*”);

**NOW, THEREFORE**, in consideration of (i) the RNC’s selection of the City as the site for the Convention Celebration, and (ii) the mutual covenants contained herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

**ARTICLE 1.**  
**DEFINITIONS**

Section 1.1. Defined Terms. In addition to the terms defined in the foregoing recitals, the following words and phrases, as used in capitalized form, in this City Service Agreement, whether singular or plural, have the respective meanings set forth below:

“**ADA**” has the meaning set forth in Section 7.2(g).

“**Additional Transformer**” has the meaning set forth in Section 4.8.

“**Amphitheater**” has the meaning set forth in the Recitals hereto.

“**ASM**” has the meaning set in the Recitals hereof.

“**Areas of Extraordinary Usage**” has the meaning set forth in Section 4.8.

“**City**” has the meaning set forth in the Preamble hereof.

“**City EMS Services**” means the emergency medical services specified under the Convention Celebration Security Plan.

“**City Service Agreement**” has the meaning set forth in the Preamble hereof.

“**City Telecom Assets and Services**” has the meaning set forth in Section 5.5.

“**COA**” has the meaning set forth in the Recitals hereof.

“**Convention Celebration**” has the meaning set forth in the Recitals hereof.

“**Convention Celebration Complex**” is as shown on the map set forth in Exhibit 3.

“**Convention Celebration Funds**” has the meaning set forth in Section 3.1.

“**Convention Celebration Venues**” has the meaning set forth in the Recitals hereof.

“**Convention Celebration Period**” means the period, as determined by the RNC, beginning at 12:01 a.m. on August 23, 2020, or later and ending at 11:59 p.m. August 28, 2020, or later.

“**Convention Celebration Security Plan**” has the meaning set forth in Section 5.4(a).

“**Convention Celebration Transportation Plan**” means the plan, to be developed by the RNC in consultation with the Host Committee, that will provide for the transportation of Convention Celebration delegates and other selected attendees.

“**Customary Facility Services**” means all electrical (e.g., for overhead lighting, vertical transportation, household wall outlets) and other on site power, air conditioning, heating, ventilation, air condition (HVAC), water, toilets and restroom facilities, and telephone necessary to the occupation of a subject facility.

“**DAS**” has the meaning set forth in Section 4.7(c).

“**Effective Date**” has the meaning set forth in the Preamble hereof.

“**Emergency Medical Plan**” has the meaning set forth in Section 5.3(d).

“**Essential City Services**” means the services provided in the ordinary course of business by the City, including, but not limited to, police, fire, emergency medical services, traffic control, trash removal and sanitation, on a scale necessary to host the Convention Celebration.

“**Host Committee**” has the meaning set forth in the Preamble hereof.

“**Indoor Practice Facility**” has the meaning set forth in the Recitals hereto.

“**Insurance Coverages**” has the meaning set forth in Section 8.1.

“**Insured Parties**” has the meaning set forth in Section 8.1.

“**Lead Local Agency**” has the meaning set forth in Section 5.4(a).

“**Licensed or Leased Facilities**” means collectively, the Convention Celebration Venues, and all related spaces, including but not limited to meeting spaces, exhibition areas, office spaces, corridors, control rooms, receiving areas, ramps, loading docks, storage areas, space to house equipment, and all facilities necessary for the effective preparation and use of such facility (including, without limitation, the provision of Customary Facility Services and Essential City Services as specified in this City Service Agreement), but in each case only to the extent and for such periods as each facility is licensed or leased to the Host Committee by ASM under the Use Agreements.

“**License Period**” means the period, as determined by the RNC, beginning at 12:01 a.m. on August 14, 2020, or later and ending at 11:59 p.m. August 31, 2020, unless provided differently in the Use Agreement(s) for any of the Convention Celebration Venues.

“**Media**” means persons and entities reporting upon the Convention Celebration as a news event, including, without limitation, radio, television, newspaper, magazine, wire service and internet organizations; and persons and entities providing support facilities or services to the foregoing; provided, however, that the term “Media” shall only apply to individuals or organizations holding credentials issued by the RNC for coverage of the Convention Celebration and access to the News Media Work Space.

“**News Media Work Space**” shall mean a space within the Convention Celebration Venues, as chosen by the RNC in its sole discretion, and shall include auxiliary areas for trailer parking and satellite truck parking.

“**RNC**” has the meaning set forth in the Preamble hereof.

“**Security Grant**” has the meaning set forth in Section 5.4(i).

“**Stadium**” has the meaning set forth in the Recitals hereto.

“**Supplementary Electrical Capacity**” has the meaning set forth in Section 4.8(a).

“**Technology and Telecommunications Plan**” has the meaning set forth in Section 5.5.

“**Traffic Control Plan**” has the meaning set forth in Section 5.4(h).

## ARTICLE 2.

### THE CONVENTION CELEBRATION

Section 2.1. Convention Celebration to be Held in the City. The City hereby agrees that, provided the RNC holds the Convention Celebration in the City during the Convention Celebration Period, the City shall support the Convention Celebration as set forth herein.

Section 2.2. The Host Committee. The Host Committee has been established to foster economic development in the City by performing and providing support, hospitality, and welcoming functions in connection with the Convention Celebration. The Host Committee agrees that, provided the RNC holds the Convention Celebration in the City during the Convention Celebration Period, the Host Committee shall support the Convention Celebration as set forth herein.

**ARTICLE 3.**  
**NATURE OF OBLIGATIONS**

Section 3.1. Obligations of the Host Committee. The Host Committee hereby agrees to fully and timely perform all of its obligations set forth in this City Service Agreement and to assist the City in performing its obligations under this City Service Agreement and in compliance with all applicable laws.

(a) *Convention Funds.* With the exception of the Security Grant, the Host Committee shall be solely responsible for raising the sum of all necessary funds (the “*Convention Celebration Funds*”) to account for all costs and expenses it incurs in hosting the Convention Celebration, all pursuant to a budget and schedule to be further discussed and agreed between the RNC and the Host Committee. This shall be the sole responsibility of the Host Committee. For the avoidance of doubt, neither the RNC nor the City shall be responsible for raising the Convention Funds or paying for the Host Committee’s obligations, which shall be the sole responsibility of the Host Committee.

Section 3.2. Obligations of the City. The City hereby agrees to perform all of its obligations set forth in this City Service Agreement.

**ARTICLE 4.**  
**LICENSE OF FACILITIES BY CITY**

Section 4.1. Grant of License to Licensed Facilities. The City agrees to provide, or cause to be provided, to the Host Committee, for the purpose of the Convention Celebration, with licenses to access, occupy and use the following facilities during the License Period subject to the terms and conditions hereof:

(a) *Convention Celebration Venues.* The City shall cause ASM to provide an exclusive license to the Host Committee to access, occupy, and use the Convention Celebration Venues. The Host Committee shall notify the City if the RNC does not intend to use one or more of the facilities in this Section 4.1(a) by August 14, 2020, but shall retain use rights through August 31, 2020 pursuant to the Facility Use Agreement(s) to be entered into between the Host Committee and ASM for the use of the Convention Celebration Venues (“**Use Agreement(s)**”). RNC and Host Committee acknowledge that as to the Amphitheater and

Stadium there are currently scheduled events that will occur within the License Period that shall have priority.

(b) *License Fee.* ASM and Host Committee agree to follow the standard license fee schedule as promulgated by ASM in the Use Agreements.

(c) *License Period and Access Period.* ASM and Host Committee agree to follow the license period and access period schedules to be agreed upon by the Host Committee and ASM in the Use Agreements.

(d) The licenses granted through ASM in the Use Agreements shall expressly include the right to sublicense such facilities to the RNC, COA, or any affiliate of the RNC; provided, however, the Host Committee shall remain responsible for all fees and costs in connection with the license and use of the Convention Celebration Venues.

(e) To the extent that the Host Committee or RNC desires to make non-permanent alterations or add non-permanent equipment to the Convention Celebration Venues in any way, the Host Committee, at its cost, shall perform the work or obtain any equipment necessary. Any such changes to the Convention Celebration Venues shall be in compliance with applicable building codes and permitting requirements, and any such construction shall be of such nature that the Convention Celebration Venues can be surrendered in the same condition as existed prior to the Convention Celebration, reasonable wear and tear excepted, unless the City agrees in writing that any such change shall be left intact. The City in its reasonable discretion shall have the right to review and approve any requested changes prior to commencement of work, with such review not to be unreasonably withheld, conditioned or delayed.

Section 4.2. City Access to Convention Celebration Venues. Notwithstanding the rights granted to the Host Committee for the purpose of the Convention Celebration under Section 4.1, the Host Committee shall provide the City, ASM and existing long-term tenants of the Convention Celebration Venues with reasonable access to the Convention Celebration Venues, and in each case the City and ASM, as related to the performance of any of its obligations hereunder or under the Use Agreements. The Host Committee agrees that in no event shall authorized employees of the City be prevented from performing and carrying out their governmental functions and purposes; or responding

to any police, fire, medical emergency, or public safety or security situation of the City, in, at, or around the Convention Celebration Complex or the Convention Celebration Venues.

Section 4.3. Damage to or Destruction of Licensed Facilities. In the event of any partial destruction or injury to any of the Convention Celebration Venues occurring prior to the License Period, unless such destruction or injury is caused by the Host Committee or the RNC, the City shall, without charge to the RNC or the Host Committee, cause the damaged facility or facilities to be repaired on an urgent and priority basis so as to afford access thereto and use thereof as contemplated by this City Service Agreement.

Section 4.4. Choice of Contractor. The City acknowledges and agrees that the RNC shall, at the Host Committee's cost, manage the construction process and shall determine which general services contractor(s) and other contractors are necessary to render services, notwithstanding the fact that such contractors will be hired by the Host Committee. All such work shall be in compliance with applicable building codes and permitting requirements and all such contractors shall provide the insurance as set forth on Exhibit 4 attached hereto and incorporated herein by this reference, naming the City and ASM as additional insureds.

Section 4.5. Permanent or Structural Alterations. The Host Committee and the RNC shall not make any permanent or structural alterations to the Convention Celebration Venues.

Section 4.6. Signage and Displays. Host Committee and RNC acknowledge and agree that existing tenants, concession rights holders, sponsors and naming rights holders in the Convention Celebration Venues (collectively, the "***Pre-existing Rights***") have pre-existing rights within the Convention Celebration Venues with regard, in part, to signage and displays. City agrees to cause ASM to work with the various tenants within the Convention Celebration Venues to accommodate RNC's desire to have control of and the ability to make production decisions regarding the use of any electronic ribbon signage, electronic displays, and other such electronic signage available inside and outside the Convention Celebration Venues, excluding, however, signage required by law or existing agreement, subject to Section 4.14 of this City Service Agreement. RNC and the Host Committee shall be solely responsible for any costs attendant to obtaining such consents from the various tenants and for the costs attendant to creating and programming the digital content, if granted. Use of the pole-mounted digital signs adjacent to the Amphitheater shall be subject to all applicable laws and ordinances relating thereto.



Section 4.7. Technology and Telecommunications Services. The Host Committee, the RNC, and the City in their efforts to prepare and implement the Convention Celebration Technology and Telecommunications Plan agree to the following:

(a) During the License Period, the RNC or its designees shall have the use of all existing, installed telephone equipment in or serving the Convention Celebration Venues, including existing internal fiber connections, conduits, main distribution frames (MDFs) and intermediate distribution frames (IDFs) as well as all equipment ordinarily made available for use by users of the Convention Center.

(b) During the License Period, the City agrees to permit the Host Committee or its designees to install any additional fiber optic cables, trunk lines, and circuits to the interior service port or ports of the Convention Celebration Venues as shall be required by the RNC, subject to Section 4.14 of this City Service Agreement.

(c) During the License Period, the City agrees that all available cellular networks will be allowed to be used throughout the Convention Celebration Venues, and further that any and all equipment by cellular telephone service providers may be installed, at those providers' expense, to provide necessary levels of cellular phone service, including access to the Convention Celebration Venues' permanent "distributed antenna system" ("**DAS**") and subject to the terms and conditions of Wireless Services, Inc. as host of the DAS.

(d) During the License Period, the City agrees to provide to the Host Committee and to the RNC the use of the City's existing Wi-Fi system and warrants that such system is of sufficient capacity to handle the data load of a large-scale event. In the event that the existing system lacks sufficient capacity, the City agrees to reasonably cooperate, at no cost to City, with the Host Committee and the RNC in their efforts to modify the Wi-Fi system so that it meets the demand of the RNC. All other users of telephone equipment designated by the RNC shall be responsible for the expense of installation and use of all individual telephone instruments and additional equipment required for use of such instruments, as well as the charges for any local message units and for any long-distance calls which may be made from such instruments.

(e) The City agrees to permit the Host Committee or its designees to install Cable TV equipment necessary to supplement and expand existing systems to provide additional Cable TV services at the Convention Celebration Venues as shall be required by the RNC, subject to Section 4.14 of this City Service Agreement.

(f) Subject to the Pre-existing Rights, during the Convention Celebration Period, the City agrees to cause ASM to negotiate with the Pre-existing Rights holders to permit the Host Committee or its designees to have control of existing closed circuit television and video screens as well as all existing audio/visual systems at the Convention Celebration Venues as shall be reasonably required by the RNC. Such control does not include the City's security surveillance system or life safety audio and visual systems, subject to the Convention Celebration Security Plan. Any costs in connection with obtaining the release of the Pre-existing Rights and costs and expenses to program and operate the audio/visual systems in the Convention Celebration Venues shall be included in the Use Agreements and such costs shall be the responsibility of RNC and/or the Host Committee.

(g) The RNC or the Host Committee may elect to use or contract with the in-house telecommunication provider for the Convention Celebration Venues; however, neither the RNC nor the Host Committee shall be subject to any surcharges from the in-house telecommunications provider.

Section 4.8. Electrical Facilities. The City warrants and represents that, during the period of license period, the Convention Celebration Venues will have the total electrical capacity equal to or greater than what the Convention Celebration Venues have on the date hereof for all operation of the Convention Celebration Venues, including but not limited to the operation of all Media.

(a) The RNC shall have the right, at the Host Committee's expense, to supplement such electrical capacity by redundant coverage from the Convention Celebration Venues' supplier of electrical power to provide transparent, or through emergency generators, duplicate power in the event of a power failure at the supplier's primary substation or grid.

Subject to the prior written approval of the City, such approval not to be unreasonably withheld, the Host Committee, at its expense, shall install or cause the installation of one or more additional transformers (each an "***Additional Transformer***") needed to serve the special requirements of the RNC during the Convention Celebration. The Host Committee shall draw a separate electrical distribution system (the "***Supplementary Electrical Capacity***") from the Additional Transformer(s) to the following areas of the Convention Center that represent expected areas of extraordinary electrical demand: (i) areas outside of and/or adjacent to the Convention Celebration Venues; (ii) Media areas in the Convention Celebration Venues; and

(iii) any other areas that RNC's electrical consultant deems beneficial (collectively the "*Areas of Extraordinary Usage*").

The Host Committee shall be entitled to charge any third-party, authorized by the RNC to be on the premises, for the third-party's electrical consumption from the Supplementary Electrical Capacity.

Section 4.9. Catering and Concessions.

(a) *Third-Party Caterers.* Subject to the prior written consent of the applicable Pre-existing Rights holders and at the expense of the Host Committee, the Host Committee and RNC shall be permitted to designate third-party caterers and vendors to provide food and beverage services within the Convention Celebration Complex as determined by the Host Committee and RNC. Nothing in this provision, however, shall prohibit the in-house food and beverage provider at the Convention Celebration Venues from being one of the selected caterers (in addition to the other third-party caterers) designated to provide food and beverage services. City shall use its best efforts to assist the RNC and Host Committee in securing waivers of exclusivity for third-party caterers at a reasonable rate.

(b) *Alcohol and Corkage Fees.* At their sole cost and expense, the Host Committee and RNC may seek to obtain the necessary alcohol sales and service permits, and otherwise in compliance with all applicable law, to engage, or allow others to engage, caterers or vendors to provide alcoholic beverages within the Convention Celebration Complex during the License Period. The City shall reasonably assist, at no cost to City, as necessary to comply with applicable liquor laws and shall not charge any "corkage" or other fees to the Host Committee and RNC or any Host Committee or RNC designee, to the extent permitted by law.

Section 4.10. Advertising.

(a) *Signage and Displays.* During the license period, the City shall, upon the Host Committee's or RNC's request and at their sole cost and expense, make good faith efforts to secure waivers and/or releases from the Pre-existing Rights holders as necessary to remove, block or obscure such signs, graphics, posters, barricades, banners, directional markings or other similar items from any party with a right to display the same.

(b) *Additional Signage and Displays.* Subject to applicable law, during the License Period, the RNC may place and maintain in the Convention Celebration Complex such signs, letterings and displays as are incident and relate to the conduct of the Convention Celebration. Prior to the termination of the License Period, the Host Committee shall remove all such signs, lettering and displays from the Convention Celebration Venues and shall repair any damage to the Convention Celebration Venues caused by the erection, maintenance or removal of such signs, letterings or displays, all at the Host Committee's sole cost and expense.

(c) *Promotion.* The RNC and the Host Committee shall have the unfettered right to advertise and promote the Convention Celebration and may use the names of the Convention Celebration Venues in any advertising or promotional materials. Such cooperation shall include, without limitation but subject to applicable law, allowing the Host Committee and the RNC to hang banners and flags in the vicinity of the Convention Celebration Venues, and to display other signs and promotional materials in and around the Convention Celebration Complex, all at RNC and Host Committee's sole cost and expense.

Section 4.11. Indemnification. To the extent allowed by applicable law, each party shall indemnify, defend and hold harmless the other party and any of its members, employees, directors, officers, employees, agents, and/or volunteers against any and all claims, demands, liabilities, actions, damages, costs, and expenses related thereto (including attorneys' fees, court costs, and other expenses of litigation), and all damages and liabilities of any kind or nature whatsoever, arising out of, or attributable to the negligent act or omission of the indemnifying party under the terms of this City Service Agreement. The indemnity in this Section 4.15 shall not extend to acts or omissions that are solely the result of the gross negligence, fraud, willful misconduct or criminal acts of any of the parties and any of their members, employees, directors, officers, employees, agents, and/or volunteers. Notwithstanding the foregoing, the Parties acknowledge and agree the City is subject to the provisions and limitations of Section 768.28, Florida Statutes, which provisions and limitations are not hereby expanded, altered or waived.

Section 4.12. Permitting. The City, in its proprietary and non-regulatory capacity and at no cost to City, shall assist the Host Committee and the RNC and/or its designee as reasonably necessary in obtaining all requisite licenses, permits, inspections and similar approvals necessary for alterations, modifications, construction and operations of the Convention Celebration Venues.

Section 4.13. Maintenance. The City agrees that it will maintain the Convention Celebration Venues in compliance with all applicable laws and in a good state of repair, reasonable wear and tear excepted, up to and throughout the license period, will keep the structural supports, exterior walls of the Convention Celebration Venues, including windows, doors and passageways from the lobby and the street, and the adjacent sidewalks and entrance lobby, and mechanical systems in good order and repair, substantially free of rubbish and other obstructions, provided, however, that the foregoing shall not be construed to require the City to take any action with respect to any conditions caused by Host Committee or the RNC, their officers, employees, invitees, agents or contractors, as to all of which Host Committee shall remain responsible, as provided herein.

## **ARTICLE 5.**

### **PROVISION OF SERVICES BY THE CITY**

Section 5.1. Permitting. Except as otherwise provided in this City Service Agreement, the Host Committee agrees to secure from the City all appropriate authority, including, without limitation, licenses, permits, and similar consents and grants, including the payment of the City's standard permit fees, required for the Convention Celebration Complex and the Convention Celebration Venues. The City agrees to use its best efforts to cooperate in all respects with the Host Committee, the RNC and their respective advisors and consultants and to make appropriate City personnel available to assist in the planning process, and in obtaining all requisite licenses, permits, consents, inspections, and similar approvals necessary to host the Convention Celebration, consistent with the terms of this City Service Agreement. The City shall make best efforts to expedite the review and approval process for any and all permitting matters, including, without limitation, special event permits, zoning or other variances, inspections, design reviews, licenses or other approvals to the extent necessary to permit the design, construction, installation, demolition, removal and restoration activities, and logistical movements, to be undertaken in connection with the Convention Celebration. The City shall provide a joint permitting process office to serve the Host Committee and the RNC with respect to such permitting matters. The City hereby designates William Killingsworth, its Director of Planning and Development, to serve as principal point of contact for the Host Committee and the RNC with respect to such permitting matters and as the primary City contact for all matters related to the Convention Celebration.

Section 5.2. Provision of Services Generally. Subject to the terms and conditions hereof, the City shall supply Essential City Services in and around the Convention Celebration Complex and Convention Celebration Venues and shall supply both Customary Facility Services and Essential City

Services in and around the Convention Celebration Venues. The Host Committee agrees to reimburse the City for reasonable, pre-approved costs for providing Essential Services unrelated to the provision of the City's type of standard municipal services and not otherwise reimbursed from the Security Grant and other grants and gifts received by the City. The Host Committee and City agree to work together to locate alternative sources of funding to reimburse the City for such costs and to cooperate in good faith to pay such costs in a manner that is reasonable and fiscally prudent.

Section 5.3. Emergency Medical Services. Subject to the terms and conditions hereof, the City shall provide or cause to be provided City EMS Services as follows:

(a) as required by the Convention Celebration Security Plan (as hereinafter defined);

(b) first aid stations in or around the Convention Celebration Complex in such number and at such locations, with such staff as necessary to service a special event of the size and nature of the Convention Celebration as reasonably determined by the City in consultation with the Host Committee and the RNC;

(c) emergency medical services on a twenty-four (24) hour basis throughout the Convention Celebration Period for the benefit of the Convention Celebration. The City shall, in consultation with the Host Committee and the RNC, determine the number and location of any such emergency medical services personnel and the scope of such emergency medical services;

(d) as required by an emergency medical plan (the "***Emergency Medical Plan***") prepared by the City in consultation with the Host Committee and the RNC, and subject to RNC approval, which shall be implemented in coordination with the Host Committee and the RNC;

(e) if authorized by the Security Grant or any other available federal or state funding source, assistance in providing resources to implement and administer the COVID-19 pandemic health protocols plan developed by the RNC and Host Committee in consultation with the City (the "***Health Protocols Plan***").

Section 5.4. Security and Related Protective Services.

(a) The City, by and through its Jacksonville Sheriff's Office ("**Sheriff**" or "**JSO**"), acting as the lead local agency (the "**Lead Local Agency**"), will procure and provide police, fire, security, bomb disposal and emergency and rescue services in and around the Convention Celebration Complex and Convention Celebration Venues as designated in a security plan to cover the Convention Celebration to be developed by the City, the Host Committee, and the RNC, and subject to approval by the RNC, with advice from professional security consultants or personnel designated by the RNC, if necessary, and in cooperation with the U.S. Department of Homeland Security and its subsidiary agencies and divisions, including the U.S. Secret Service, subject to RNC approval and U.S. Secret Service approval ("**Convention Celebration Security Plan**"). The Convention Celebration Security Plan will include, without limitation, the use of City Police and will: (i) provide for security and crowd control (both inside and outside all applicable venues) and traffic control for activities related to the Convention Celebration during the Convention Celebration Period; (ii) set forth the respective roles and responsibilities of the City's law enforcement personnel ("**City Police**"), the United States Secret Service, any security force of the Convention Celebration Complex, other private security personnel, and other federal, state, and local agencies; and (iii) take into account the requirements for security, crowd control, and traffic control in other cities in which earlier presidential nominating conventions of both political parties have been held. The Convention Celebration Security Plan will include, without limitation, provisions for securing the Convention Celebration Complex and all other Licensed or Leased Facilities, Special Event Venues, Official Convention Celebration Event Venues, Associated Areas, and the hotel housing participants of the Convention Celebration, and the public property surrounding or adjacent to the foregoing, as necessary.

(b) The City will provide, at no cost to the RNC, in sufficient numbers and manner such personnel, equipment, vehicles, and all other security-related items as are needed and as set forth in the Convention Celebration Security Plan, to keep order and provide for the safety of all persons attending Convention Celebration-related activities in the Convention Celebration Complex and Licensed Facilities. The City specifically agrees to increase its usual complement of such personnel, equipment, vehicles, and all other security-related items or enter into such inter-jurisdictional mutual assistance arrangements pursuant to the Convention Celebration Security Plan. Without limiting the generality of the foregoing, the City shall, or shall cause other law enforcement agencies, at a minimum, during the Convention Celebration

Period, and two days prior to the Convention Celebration Period and one day following Convention Celebration Period, or for such period as otherwise stated below, provide as part of the Convention Celebration Security Plan for the following:

- i. police escorts for all RNC personnel delivering credentials to state delegations at their respective hotels; and
- ii. armed security patrols for each of the Convention Celebration Venues from the date each such facility is open for operations through and including the last day of the Convention Celebration Period; and
- iii. armed security patrols for every parking lot or transportation staging area in which RNC-owned or operated vehicles are stored in bulk, throughout the period of such storage; and
- iv. security at the hotels designated for protection in the Convention Celebration Security Plan; and
- v. special security protection for delegates and other dignitaries to be identified in accordance with the Convention Celebration Security Plan; and
- vi. security on all buses in use by the RNC or its designees for official Convention Celebration activities and events during the Convention Celebration Period; and
- vii. security to control the ingress and egress from the Convention Celebration Complex and the Convention Celebration Venues; and
- viii. the construction and maintenance of security barriers or other obstacles at the Convention Celebration Complex and the Convention Celebration Venues, the blockage of traffic, the closing of streets, the provision of restricted traffic lane (other than the barrier around the secured perimeter of the Convention Celebration Complex; and
- ix. security at RNC office(s) in the City; and



x. scanning of all mail and packages received at the RNC office(s) in the City.

(c) *Equipment.* As part of and as provided in the Convention Celebration Security Plan, the City shall provide installation and operation of magnetometers, hand scanners, package scanners/x-ray machines and such other equipment as may be indicated, in accordance with reasonable and customary industry standards, to secure properly all agreed points of entry to the Convention Celebration Complex and the Convention Celebration Venues, and all personnel necessary to set up, operate and maintain these systems, sufficient to provide for the orderly and expeditious ingress and egress of all Convention Celebration attendees into the Convention Celebration Complex and Convention Celebration Venues, during the Convention Celebration Period and during a period of time prior to the Convention Celebration Period as shall be provided in the Convention Celebration Security Plan. The City shall provide the RNC or the Host Committee for use by the RNC with radio communication facilities, including, without limitation, hand-held radios operating on appropriate security frequencies, to permit efficient communication with law enforcement personnel of the City.

(d) *Public Streets and Walks.* The City agrees to reasonably cooperate to restrict public streets and walks during the Convention Celebration Period as required under the Convention Celebration Security Plan or Convention Celebration Transportation Plan for purposes of protecting public safety and facilitating transportation flow. The City shall erect and place such fences and other barricades as provided in the Convention Celebration Security Plan or Convention Celebration Transportation Plan, and in accordance with U.S. Secret Service standards.

(e) *Demonstration Area.* To the extent permitted by law, the City shall provide security for an appropriate demonstration area within appropriate proximity of the Convention Celebration Complex and shall be responsible for scheduling and issuing any required permits for all activity to take place within such demonstration area, in accordance with the Convention Celebration Security Plan and in consultation with the Host Committee and RNC.

(f) *Weapons Storage.* The Lead Local Agency shall provide a secure weapons storage facility for firearms and weapons not allowed to be carried in the Convention Celebration Venues.

(g) *Security Liaison.* The City shall designate and provide a high-ranking law enforcement officer (or officers) to plan and supervise all security services, to serve as liaison to the Host Committee and the RNC, to cooperate with the U.S. Department of Homeland Security (and its subsidiary divisions and agencies, including the U.S. Secret Service) and such other federal, state and local law enforcement and emergency services agencies as may be involved in developing and implementing the Convention Celebration Security Plan, and to coordinate with such security personnel as the Host Committee and the RNC may provide within the Convention Celebration Venues. The City-designated officer (or officers) shall be available on a twenty-four (24) hour basis, seven (7) days a week, by cellular telephone, beginning at the date of Execution.

(h) *Transportation Liaison and Planning.*

The Host Committee and the City agree to assist the RNC and the U.S. Secret Service to develop and implement a Traffic Control Plan (“*Traffic Control Plan*”) for the Convention Celebration that may include the closing of streets. The City will assign an appropriate City official or consultant to assist in planning, coordinating and implementing all transportation services and to serve as liaison with the RNC, Host Committee, and any consultants engaged by the Host Committee at the RNC’s direction, commencing on the Effective Date. The City shall assign such additional personnel as are reasonably required to help plan and implement the transportation services required for the Convention Celebration, and to help design plans for overall transportation coordination during the Convention Celebration. The RNC and/or Host Committee as applicable will apply for temporary road-closure permits attendant to any requested road closures for the Convention Celebration, and the City agrees to expedite its review of any such application.

The City, at no cost to the RNC, shall provide, during the Convention Celebration Period, adequate traffic control personnel to facilitate the orderly flow of traffic into, from, and between the Convention Celebration Complex, each of the Convention Celebration Venues, each of the hotels housing participants of the Convention, and area airports, pursuant to such Traffic Control Plan. The Traffic Control Plan will provide for exclusive use by the RNC of space sufficient for the parking of buses as close as possible to the Convention Celebration Complex to permit convenient and efficient debarkation and embarkation to and from the Convention Celebration Complex. The Traffic Control Plan will include, without limitation,

reasonable provisions, subject to applicable law, for ensuring vehicular and pedestrian movements related to the Convention Celebration through the public property surrounding or adjacent to the Convention Celebration Complex, and the Convention Celebration Venues, as well as the closing of streets or other public byways, the provision of restricted traffic lanes, and the provision of official escorts for certain vehicles (including, without limitation, vehicles transporting delegates), as necessary.

(i) *Federal Security Grant.* The parties hereto anticipate that certain financial assistance will be provided by the federal government (the “**Security Grant**”) to the City or Lead Local Agency to fund and/or reimburse the necessary and reasonable costs incurred, and to be incurred by the City in providing the services described in this Article 5 pursuant to the Convention Celebration Security Plan (including by wholly funding the cost of police, fire, EMS, rescue, traffic and other safety personnel). The City shall use its reasonable good faith commercial efforts to keep security-related spending in connection with the Convention Celebration within the amount of the Security Grant and shall keep the Host Committee reasonably informed regarding the same, consistent with the City’s paramount obligations to ensure public safety during the Convention Celebration. If at any time the City reasonably determines that it will incur Reimbursable Costs that are necessary to fulfill its obligations under this City Service Agreement that will exceed the amount of the Security Grant (collectively, “**Additional Costs**”), it shall give prompt written notice of the same to the Host Committee, prior to such incurrment, and the Host Committee shall then be required to pay such Additional Costs to the City as to the extent set forth below. In calculating Additional Costs subject to reimbursement by the Host Committee, (i) the Host Committee shall be entitled to a credit on a dollar-for-dollar basis for the actual costs of any tangible personal property or other capital assets (“**Hard Assets**”) procured through the Security Grant for or on behalf of the City that are retained by the City following the Convention Celebration and have residual value to the City (as determined by the Sheriff, in consultation with the Host Committee, using the Sheriff’s reasonable good faith judgment in making such determination), before any reimbursement of Additional Costs is due; and (ii) the Host Committee will only be responsible for Additional Costs to the extent such Additional Costs would have been eligible for reimbursement under the Security Grant had the amount of the Security Grant not been exceeded. Subject to compliance with state and federal procurement requirements, the Host Committee shall be entitled to consult with the City in formulating its budget for, and otherwise

assist with the procurement of goods and services for which the Host Committee might be responsible for reimbursement hereunder. In the event the City notifies the Host Committee that Additional Costs have been or are likely to be incurred, or in the event that the Security Grant has not been duly appropriated and committed for the benefit of the City or Lead Local Agency in an amount reasonably consistent with past presidential nominating conventions, the Host Committee agrees to work with the City to locate alternative sources of funding to reimburse the City for such reasonable and necessary costs, other than those ordinary costs of providing security or medical services which the Lead Local Agency would otherwise reasonably incur if the Convention Celebration were not held in the City (by way of illustration only, such reimbursable costs will include all reasonable costs incurred by the Lead Local Agency in requiring its own employees to work overtime and/or shifts that the Lead Local Agency would not otherwise need to deploy but for the Convention Celebration). The City and Host Committee will work with other State, County and local law enforcement agencies to secure resources, personnel, equipment and additional funds for security.

(j) The Host Committee agrees that the City shall receive and distribute the Security Grant pursuant to the terms and conditions hereof and imposed by the federal and/or state government and any other agreements the City or the Lead Local Agency may enter into with other providers of police, fire, emergency medical services and traffic, and as provided by the Host Committee and RNC, as shall be adequate to the needs of a convention of the size and unique nature of the Convention Celebration and as specified in the Convention Celebration Security Plan.

(k) The City agrees that during the Convention Celebration Period with respect to the Convention Celebration Complex, and during the period of use (together with reasonable periods preceding and following such use) with respect to the Convention Celebration Venues, matters relating to control of ingress to and egress from such areas shall be subject to the ultimate authority of the RNC, subject to the City's access requirements set forth in this City Service Agreement and the Convention Celebration Security Plan. Matters relating to law enforcement both within and outside the Convention Celebration Complex and Licensed during the Convention Period shall be subject to the ultimate authority of the Lead Local Agency, in consultation with the RNC.

(l) To the extent funded by the Security Grant and deemed reasonably necessary by the City, the City shall pay for, among other equipment and services, all costs for (i) security consultants retained in connection with the Convention Celebration, and (ii) police officer and safety forces professional and risk liability insurance, as well as any additional insurance desired by the City or specified in the Convention Celebration Security Plan.

Section 5.5. Technology and Telecommunications Services. The City and the Host Committee agree to assist the RNC in connection with the technology and telecommunications plan prepared by the RNC (the “*Technology and Telecommunications Plan*”). To the extent the City owns or controls technology assets, lines, utilities, cables, service areas, panels, junctions, contract rights or equipment useful for purposes of the Convention Celebration (“*City Telecom Assets and Services*”), the City agrees to provide to the Host Committee the right to use the City Telecom Assets and Services in connection with the Convention Celebration, unless prohibited by law. Notwithstanding any other provision in this City Service Agreement, the parties agree that the City will not charge the Host Committee or the RNC for any reasonable use of City Telecom Assets and Services. To the extent that the City provides any equipment to the Host Committee or the RNC as part of the Technology and Telecommunications Plan, the Host Committee agrees to use its best efforts to promptly return to the City such equipment after the Convention Celebration Period, in good and operable condition, reasonable wear and tear excepted.

## ARTICLE 6.

### OTHER COVENANTS OF THE CITY

Section 6.1. Enforcement of Taxicab Rates under City Ordinance; Cost-Controls on Self-Service, Attendant and Valet Parking. The City agrees to enforce the rates of fare and other regulations applicable to the operation of taxicabs in the City pursuant to its vehicles for hire Ordinance, Chapter 220, *Ordinance Code* and as compliant with state law.

Section 6.2. Cooperation in Respect of Dedicated Transportation Lanes. The City agrees to reasonably cooperate with the Jacksonville Transportation Authority, and the Florida Department of Transportation in order to establish and maintain dedicated transport lanes and otherwise facilitate the efficient transport of delegates and other Convention Celebration attendees during the Convention

Celebration Period. The City further agrees to reasonably cooperate, at no cost to the City, with the Host Committee and the RNC to cause such agencies to undertake the foregoing.

Section 6.3. Certain Activities. From and after the Effective Date hereof, except in response to an emergency situation or as otherwise required by law, the City shall not approve permits for and will take necessary steps to impose restrictions on any and all projects or activities that would materially impair or otherwise materially and negatively impact or encumber the facilities, assets, roads, sidewalks, or major routes or paths of ingress or egress, or public spaces in or near downtown Jacksonville and the Jacksonville International Airport to the extent that such projects or activities will not be wholly completed by August 1, 2020, as reasonably determined by the City.the Ordinance

Section 6.4. Public Records Requests and Confidentiality. The City agrees that in the event a third-party makes a public records request at any time after the Effective Date of this City Service Agreement and prior to October 31, 2020 for documents regarding any Host Committee or RNC activity, including but not limited to any and all documents as well as communications between the City and the officers of the Host Committee, the RNC, or COA, the City shall use reasonable efforts to provide the Host Committee and the RNC with reasonable written notice of such request or any court order in respect of same. For the avoidance of doubt, such notice is not required to occur prior to the release of such documents.

Section 6.5. Advertising Displays. To the extent permitted by applicable law and the City's contracts with third-parties, the City shall permit the Host Committee and its assigns to hang or display non-commercial signage relating to the Convention Celebration in and around the Convention Celebration Complex, Convention Celebration Venues, on the City's rights-of-way and on City-owned facilities. Any signage desired on or within facilities owned or managed by the JEA or the Jacksonville Aviation Authority must be negotiated by the RNC and/or Host Committee directly with those entities and the City shall use its best efforts to assist the RNC and/or Host Committee to work with the JEA and Jacksonville Aviation Authority to secure display rights for signage. If RNC and/or the Host Committee elects to hang or display signage on City assets as provided in this Section 6.5, the RNC and/or the Host Committee, as applicable, shall provide to the City for review and approval a comprehensive general signage plan for the temporary display of Convention Celebration signage.

## **ARTICLE 7.**

### **REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

Section 7.1. Representations and Warranties of the Host Committee. The Host Committee hereby represents and warrants as follows:

(a) The Host Committee is a nonprofit corporation established for a public benefit and charitable purpose that has filed for status as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, validly subsisting under the laws of the State of Florida, and has the corporate power and authority and the legal right to execute, deliver, and perform this City Service Agreement.

(b) The Host Committee has taken all necessary corporate action to authorize and approve the execution, delivery, and performance of this City Service Agreement by the Host Committee.

(c) The execution, delivery, and performance of this City Service Agreement by the Host Committee does not conflict with or constitute, on the part of the Host Committee, a violation of, breach of, or default under any provision of its Articles of Incorporation or Code of Regulations, or any statute, indenture, resolution, mortgage, deed of trust, note agreement, or other agreement or instrument to which the Host Committee is a party or by which the Host Committee is bound, or any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the Host Committee or any of its activities or properties.

(d) To the best of the Host Committee's actual knowledge, other than that certain complaint styled State ex rel. Davis et al. v. City of Jacksonville, et al., Case No. 2020-CA-003854, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, uniquely pending before any court, public board, or body, or threatened against or affecting the Host Committee, wherein an unfavorable decision, ruling, or finding would materially adversely affect the transactions contemplated by this City Service Agreement or which would adversely affect the validity or enforceability of this City Service Agreement.

(e) Neither the Host Committee nor any person has, on its behalf, agreed to pay any commission, percentage, or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this City Service Agreement.

Section 7.2. Representations and Warranties of the City. The City hereby represents and warrants as follows:

(a) The City is a municipal corporation created and existing pursuant to the Constitution and laws of the State of Florida and the Charter of the City of Jacksonville and has the full legal right, power, and authority to enter into and perform this City Service Agreement.

(b) The City has taken all action required to authorize and approve the execution and delivery of this City Service Agreement by and on behalf of the City.

(c) This City Service Agreement has been duly and validly authorized, executed, and delivered by the City and, assuming the due authorization and execution hereof by the other party hereto, constitutes a valid, legal, and binding obligation of the City enforceable in accordance with its terms.

(d) Subject to certain agreements relating to naming and sponsorship rights and concession services within the Convention Celebration Venues, the execution, delivery, and performance of this City Service Agreement by the City does not, in any material respect, violate or constitute a breach of or default under the City's Charter or any applicable provisions of the Constitution or any law or administrative regulation of the State of Florida or of the U.S., or any applicable judgment, decree, loan agreement, note, resolution, ordinance, agreement, or other instrument presently in effect to which the City is a party or is otherwise bound, the consequence of which or the cure or the correction of which would materially and adversely affect the financial condition or results of operations of the City as a whole.

(e) To the knowledge of the City, except for matters which in the opinion of the City are without merit or are not material, and except for that certain lawsuit styled State ex rel. Davis et al. v. City of Jacksonville, et al., Case No. 2020-CA-003854, there is no action or proceeding uniquely pending against the City in court or threatened in writing against the City, a final adverse determination of which would reasonably be expected to materially adversely affect the transactions contemplated by this City Service Agreement or which would adversely affect the validity or enforceability against the City of, or its ability to perform, this City Service Agreement.



(f) Neither the City nor any person so authorized to act on the City's behalf has agreed to pay any commission, percentage, or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this City Service Agreement.

(g) *Accessibility for the Disabled.* The City warrants that any Licensed Facilities under its exclusive control to be used in connection with the Convention shall be compliant with the Americans with Disabilities Act of 1990 as the same may be amended, and all rules and regulations promulgated thereunder (collectively, the "ADA"), including, without limitation, (a) the City's policies, practices, procedures, and eligibility criteria; (b) the provision of auxiliary aids and services within all such Licensed Facilities; (c) architectural, communications, and transportation barriers within all such Licensed Facilities; and (d) the availability of wheelchair seating spaces in any and all assembly areas in such Licensed Facilities.

## **ARTICLE 8. INSURANCE**

Section 8.1. Insurance Coverages. No later than two (2) weeks before the Convention Celebration, the Host Committee or the City shall obtain at its cost, the insurance coverages as shown in Exhibit 5 (the "***Insurance Coverages***") and shall provide upon request of any Party one or more certificates of insurance evidencing such Insurance Coverages. The Insurance Coverages shall name the RNC, the Host Committee and the City as primary or named additional insured parties (collectively, the "***Insured Parties***").

Section 8.2. Safety Personnel Insurance. The City shall, in consultation with the Host Committee and the RNC, shall obtain safety personnel professional liability insurance covering police, fire, rescue and safety personnel providing services in connection with the Convention Security Plan, and the City shall provide upon request to the Host Committee one or more certificates of insurance evidencing such insurance coverage and such insurance coverage shall name the Insured Parties as primary or named additional insured parties.

Section 8.3. Other Insurance. The City reserves the right to maintain such other insurance as needed, without limitation, (i) workers' compensation insurance as required by applicable law; and

(ii) automobile liability coverage protecting against claims for bodily injury and death and property damage.

**ARTICLE 9.**  
**GENERAL PROVISIONS**

Section 9.1. Limitations on Liability. Liability of the parties shall be limited as follows:

(a) *Limitation of City Liability.* Except as otherwise provided by law, nothing in this City Service Agreement shall be construed to deem the City to be a partner, joint venturer, employee, or agent of the Host Committee or the RNC; it being intended that the RNC, the City, and the Host Committee shall remain independent parties solely responsible for their own actions. Except as otherwise provided by law, the City shall not be liable under any contracts or obligations of any of the Host Committee or the RNC, except those contracts to which the City is a party, or for any acts or omissions of any of the Host Committee or the RNC, or their respective members, officers, directors, officials, employees, agents, vendors, contractors, and subcontractors at any tier.

(b) *Limitation of Host Committee Liability.* Except as otherwise provided by law, nothing in this City Service Agreement shall be construed to deem the Host Committee to be a partner, joint venturer, employee, or agent of the City or the RNC; it being intended that the RNC, the City, and the Host Committee shall remain independent parties solely responsible for their own actions. Except as otherwise provided by law, the Host Committee shall not be liable under any contracts or obligations of any of the City or the RNC, except those contracts to which the Host Committee is a party, or for any acts or omissions of any of the City or the RNC, or their respective members, officers, directors, officials, employees, agents, vendors, contractors, and subcontractors at any tier.

(c) *Limitation of RNC Liability.* Except as otherwise provided by law, nothing in this City Service Agreement shall be construed to deem the RNC to be a partner, joint venturer, employee, or agent of the City or the Host Committee; it being intended that the RNC, the City, and the Host Committee shall remain independent parties solely responsible for their own actions. Except as otherwise provided by law, the RNC shall not be liable under any contracts or obligations of any of the City, or the Host Committee, except those contracts to which the

RNC is a party, or for any acts or omissions of any of the City, the Host Committee, or their respective members, officers, directors, officials, employees, agents, vendors, contractors, and subcontractors at any tier. The Host Committee and City acknowledge that the RNC is an unincorporated association and will only look to the RNC for any obligation that may become due and that no member, director, officer, employee, or agent of the RNC or any committee or organization formed by the RNC thereof shall be liable for any such obligation.

Section 9.2. Additional Actions and Documents. Recognizing that time is of the essence, each of the parties hereto agrees to use its best efforts to take or cause to be taken such further actions; to execute, deliver, and file or cause to be executed, delivered, and filed, such further documents; to reasonably cooperate to achieve the intended goals of this City Service Agreement; and to use best efforts to obtain such consents, as may be necessary or as may be reasonably requested in order fully to effectuate the purposes, terms and conditions of this City Service Agreement. Such actions shall include, without limitation, fully and effectively resolving, settling or resisting and defending against any action by any third party, which would interfere with the full and timely performance of this City Service Agreement by the City or the Host Committee.

Section 9.3. Assignment. Except as expressly provided herein or as previously agreed, no portion of this City Service Agreement or any right or obligation hereunder may be assigned, in whole or in part, whether by operation of the law or otherwise, by any party hereto without the prior written consent of the City, the Host Committee, and the RNC.

Section 9.4. Amendment. No amendment, modification, or discharge of this City Service Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by all parties to this City Service Agreement.

Section 9.5. Survival. All covenants, agreements, statements, representations, and warranties made in this City Service Agreement shall survive the execution and delivery of this City Service Agreement and any investigation, audit, or inspection made by any other person, entity, or organization.

Section 9.6. Waiver. No waiver of, no delay in exercising (with the exception of the prompt and timely notification of claims), and no omission to exercise, any rights or remedies by any party

shall be construed as a waiver by such party of any other rights or remedies that such party may have under this City Service Agreement.

Section 9.7. Severability of Provisions. The provisions of this City Service Agreement shall be severable and divisible, and the invalidity or unenforceability of any term or provision of this City Service Agreement shall not affect the validity or enforceability of the remaining provisions of this City Service Agreement.

Section 9.8. Headings: Exhibits. The Table of Contents and Article and Section headings in this City Service Agreement are solely for the convenience and reference of the parties hereto and are not intended to be descriptive of the entire contents of any such Articles or Sections and shall not limit or otherwise affect any of the terms or provisions hereof. Exhibits attached hereto are hereby made a part of this City Service Agreement.

Section 9.9. Notices.

(a) Any notice, payment, demand, request, or other communication required or permitted to be given hereunder by any party to any other shall be effected by electronic mail with a read receipt requested; and either (i) personal delivery in writing; or (ii) registered or certified first class mail, postage prepaid and return receipt requested. The following postal and electronic mail addresses shall be used to give notice:

If intended for the Host Committee:  
to:

Copy (which shall not constitute notice)

Trent Morse  
President  
2020 Jacksonville Host Committee,  
Inc.  
1022 Park Street, Suite 308  
Jacksonville, FL  
trentmorse@me.com

Dickinson Wright PLLC  
Attention: Charles R. Spies  
International Square  
1825 Eye St. N.W., Suite 900  
Washington, D.C. 20006  
cspies@dickinson-wright.com

If intended for the RNC:

Richard Walters  
Chief of Staff  
Republican National Committee  
310 First Street, S.E.  
Washington, D.C. 20003  
cos@gop.com

Copy (which shall not constitute notice) to:

Justin Riemer  
Chief Counsel  
Republican National Committee  
310 First Street, S.E.  
Washington, D.C. 20003  
JRiemer@GOP.com

If intended for the City:

City of Jacksonville  
Mayor's Office  
117 W. Duval St., Suite 400  
Jacksonville, Florida 32202  
Attention: \_\_\_\_\_  
[Email] \_\_\_\_\_

Copy (which shall not constitute notice) to:

City of Jacksonville  
Office of General Counsel  
117 W. Duval St., Suite 480  
Jacksonville, Florida 32202  
Attn: John Sawyer  
jsawyer@coj.net

(b) The representatives for any party and any party's address or email address may be changed by written notice to the other party. Each notice, demand, request, or other communication transmitted in the manner described in Section 9.9(a) shall be deemed sufficiently given, served, sent, and received at such time as it is delivered to the addressee (with the return receipt, delivery receipt, or the affidavit of messenger being deemed conclusive evidence of such delivery), or at such time as delivery is refused by the addressee.

Section 9.10. Breach and Cure. The Parties hereto expressly agree that either Party's material breach of any of the material terms and conditions of this City Service Agreement may result in irreparable harm to the other Parties, and the harmed party shall, in addition to any other remedy provided herein or by law or in equity, be entitled to seek appropriate equitable relief, including injunctive relief and specific performance, in a forum as provided in Section 9.12 of this City Service Agreement. Notwithstanding the foregoing, in the absence of irreparable harm, each Party may seek relief in the courts as set forth in Section 9.12 only after providing written notice to the other Parties of such breach and the expiration of thirty (30) days' notice from the date of such notice by which the other Party may cure breach, to the extent such breach can be cured.

Section 9.11. Compliance with Laws and Rules and Regulations. The parties hereto shall comply with, and use their best efforts to cause to be complied with by any contractors, subcontractors,

volunteers, or consultants, the requirements of all applicable laws, statutes, regulations, and ordinances in the performance of this City Service Agreement, including, without limitation, building codes; laws pertaining to health, fire, or public safety; all applicable laws pertaining to the sale, distribution and consumption of liquor; and non-discrimination laws.

Section 9.12. Governing Law and Forum Selection. This City Service Agreement and all disputes arising under this City Service Agreement shall be governed, construed, and decided in accordance with the laws of the State of Florida. The parties further agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any arising out of or related to this City Service Agreement, or the relationship created or evidenced thereby, shall be brought exclusively in Florida's Fourth Judicial Circuit Court (Duval County). Notwithstanding the foregoing, either Party hereto may remove any such suit, action, claim, or proceeding to the U.S. District Court for the Middle District of Florida so long as subject matter jurisdiction is established. Subject to the preceding sentence, the parties further agree not to raise any objection to any lawsuit, action, claim, or legal proceeding which is brought in either of these two forums, and the parties expressly consent to the jurisdiction and venue of these two forums. The parties further agree that service of original process in any such lawsuit, action, claim, or legal proceeding may be duly effected by mailing a copy thereof, by certified mail, postage prepaid to the addresses specified in Section 9.9 of this City Service Agreement. The parties further hereby waive trial by jury in any legal proceeding involving, directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of or related to this City Service Agreement or the relationship created or evidenced hereby.

Section 9.13. Entire Agreement. This City Service Agreement (including all Exhibits hereto) contains and constitutes the entire agreement of the parties hereto with respect to the subject matter it covers and supersedes all prior or other negotiations, representations, and agreements between the parties and their representatives.

Section 9.14. Statutory and Constitutional Rights. Nothing in this City Service Agreement shall be construed to limit the statutory or constitutional rights of freedom of speech or freedom of assembly that would apply during the Convention, and any provision contrary to those rights shall be null and void.

Section 9.15. Counterparts. This City Service Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but

all counterparts hereof taken together shall constitute but a single instrument. For purposes of executing this City Service Agreement, a document signed and transmitted by facsimile or electronic mail attaching a PDF or similar file shall be treated as an original document, the signature of any party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document.

**[Remainder of page left blank intentionally; signatures on following page.]**

**IN WITNESS WHEREOF**, each party has caused this City Service Agreement to be signed in its name by its duly authorized officer, all as of the \_\_\_ day of July, 2020.

ATTEST:

**CITY OF JACKSONVILLE**

By: \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Lenny Curry, Mayor

Form Approved:

\_\_\_\_\_  
Office of General Counsel

GC-#1377101-v7-2020\_RNC\_City\_Services\_Agreement -  
\_draft\_071720.docx



**IN WITNESS WHEREOF**, each party has caused this City Service Agreement to be signed in its name by its duly authorized officer, all as of the \_\_\_ day of July, 2020.

**REPUBLICAN NATIONAL COMMITTEE**

By: \_\_\_\_\_  
Print Name:

**IN WITNESS WHEREOF**, each party has caused this City Service Agreement to be signed in its name by its duly authorized officer, all as of the \_\_\_ day of July, 2020.

**2020 JACKSONVILLE HOST  
COMMITTEE, INC., a Florida corporation**

By: \_\_\_\_\_  
Print Name:

**EXHIBIT 1**

**Parking Lots**

<u>NAME</u>	<u>ADDRESS</u>	<u>SPACES</u>
Lot Z	825 Duval Street E	694
Lot A-West	200 A Philip Randolph Blvd.	126
Lot X	950 Bay Street E	650
Lot P-North	1 TIAA Bank Field Dr.	244
Lot P-South	1 TIAA Bank Field Dr.	231
Lot M	1 TIAA Bank Field Dr.	166
Lot J	1 TIAA Bank Field Dr.	1309
Lot C	0 Gator Bowl Blvd.	235
Lot D	1529 Adams St. E	468
Lot E	1530 Adams St. E	662
Lot A	410 Victoria St.	150
Lot R	1 TIAA Bank Field Dr.	131
Convention Center Lot	0 Bay St. W	
Convention Center – Upper North	0 Forsyth St. W	
Grass Lot - Police	750 Bay Street E	

**EXHIBIT 2**

**Ordinance 2020- -E**

**EXHIBIT 3**

**Map of Convention Celebration Complex**



**EXHIBIT 4**

**Insurance Requirements for Host Committee/RNC Contractors**

Without limiting its liability under this Contract, Contractors shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract insurance of the types and limits not less than amounts stated below:

**Insurance Coverages**

Schedule	Limits
<b>Worker's Compensation</b>	Florida Statutory Coverage
<b>Employer's Liability</b>	\$ 500,000      Each Accident
	\$ 500,000      Disease Policy Limit
	\$ 500,000      Each Employee/Disease

This insurance shall cover the Contractor 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). 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 Act, and any other applicable federal or state law.

<b>Commercial General Liability</b>	\$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

<b>Automobile Liability</b>	\$1,000,000	Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)		

<b>Professional Liability</b>	\$1,000,000 per Claim and Aggregate
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Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

<b>Builders Risk/Installation Floater</b>	<b>%100 Completed Value of the Project</b>
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The Builder's Risk policy shall include the SPECIAL FORM/ ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum \$10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insured's shall be: CONTRACTOR, the CITY, and respective members, officials, employees and agents, the ENGINEER, and the PROGRAM MANAGEMENT FIRM(S) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

**Additional Insurance Provisions**

- A. Additional Insured: The General Liability and Automobile insurance coverages shall be endorsed to name the Republican National Committee, the 2020 Jacksonville Host Committee, Inc., the City of Jacksonville and their respective members, officials, officers employees and agents (hereinafter "Celebration Parties") as Additional Insured.
- 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 the Celebration Parties.
- C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the Celebration Parties.
- D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State 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.
- E. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors and employees be responsible for paying any deductible or self-insured retentions related to this Contract.
- F. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor the Celebration Parties. Any remedy provided Celebration Parties shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- G. Waiver/Estoppel. Neither approval by Celebration Parties nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.
- H. Certificates of Insurance. Provider shall provide the City Certificates of Insurance that shows the Additional Insureds 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 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- I. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

## EXHIBIT 5

### Insurance Coverages

1. Commercial General Liability Insurance and/or Umbrella Liability insurance
  - a. Combined single limit for bodily/personal injury, property damage, and libel/slander, and other related claims for \$10 million per occurrence
  - b. EXCEPT FOR CONVENTION CELEBRATION PERIOD, which the single limit will be changed to \$40 million
  - c. Coverage shall include full terrorism coverage
  
2. Real and Personal Property Insurance
  - a. Replacement cost coverage written on a standard “all risk” basis, including the perils of hail, windstorm and flood, with limits equal to the replacement costs of the property, fixtures, appliances, and furnishings owned, acquired, or provided pursuant to the terms of the Site Agreement
  - b. Coverage shall include full terrorism coverage
  
3. Comprehensive Business Automobile and/or Umbrella Liability Insurance
  - a. Combined single limit per occurrence for bodily injury and property damage of not less than \$3 million, applicable to vehicles provided by the Host Committee and automobiles provided to RNC from Host Committee/other source.
  - b. Contracts with outside vendors must stipulate that damage to vehicles will be valued at actual cash value, and any damage to vehicles will not constitute a total loss, and that RNC designees that are authorized by RNC to use vehicles shall be covered by such insurance
  
4. Directors and Officers coverage for the benefit of the RNC and COA officers, executives, and directors related to Convention Celebration activities
  
5. Workers’ compensation coverage (by a policy of insurance or self-insurance) in statutory limits



6. Volunteer Compensation Insurance for all Volunteers working on activities related to the Convention Celebration, with limits equal to or greater than the maximum awards under Florida's workers' compensation laws
  
7. Accidental Death and Dismemberment Insurance
  - a. Providing coverage in addition to any coverage supplied by any accidental medical payment insurance, covering all attendees in the amount of \$100,000 per person
  
8. Network Liability (privacy) insurance
  - a. Not Less than \$5M per claim
  - b. Must cover claims and losses as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information with respect to
    - i. Network risks (e.g., data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and;
    - ii. Intellectual property infringement (excluding patent and trade secret infringement), such as copyrights, trademarks, service marks and trade dress, including civil, regulatory and statutory damages (to the extent insurable by law)
  
9. Employment Practices Liability
  - a. No less than \$1 M
  - b. Must also cover third-party claims
  - c. Policy shall run from the contract term and extend one (1) year beyond the end of the Convention Celebration
  
10. Broadcasters' Errors and Omissions Insurance
  - a. Limit of no less than \$3 M per occurrence
  
11. Money and Securities Insurance

- a. covering cash, checks, and any negotiable instruments on the premises of the RNC Office Space against all loss, including, without limitation, robbery
  - b. No less than \$100K per loss
12. Event Cancellation Insurance and Non Appearance Loss Insurance
- a. Per event coverage of no less than \$500K
13. Tenant User/Special Event Insurance
- a. Coverage = \$100K
14. Weather Insurance
- a. For event cancellations due to weather conditions
  - b. Coverage should be no less than \$100K
15. Extra Expense Insurance
- a. For coverage of events related with the Convention Celebration
  - b. Coverage should be no less than \$1 M per event

**MUTUAL AID AGREEMENT  
FOR  
OPERATIONAL ASSISTANCE IN PROVIDING SECURITY FOR  
THE 2020 REPUBLIC NATIONAL CONVENTION  
IN JACKSONVILLE, FLORIDA**

**THIS INTERGOVERNMENTAL COOPERATIVE/MUTUAL AID AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_ day of July, 2020 (“Effective Date”), by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the “City”), the **JACKSONVILLE SHERIFF’S OFFICE (“JSO”)**, and \_\_\_\_\_ (“Agency”), a political subdivision or agency of the City/County of \_\_\_\_\_ and State of \_\_\_\_\_, through its authorized representative.

**RECITALS**

WHEREAS, the City has been selected to host the 2020 Republican National Convention (“RNC”) during the week of August 24<sup>th</sup>, 2020; and

WHEREAS, the RNC has been designated a National Special Security Event (“NSSE”) due to the event’s significance to the United States and the inherent challenge of ensuring the safety and security of all event participants; and

WHEREAS, pursuant to this NSSE classification, the United States Secret Service is the authorized lead for the design and implementation of the official operational security plan pertaining to the RNC; and

WHEREAS, the City, through the Jacksonville Sherriff’s Office (“JSO”), is responsible for coordinating local law enforcement efforts for the RNC; and

WHEREAS, the RNC is expected to attract in excess of 50,000 visitors that will include persons who will engage in their constitutional rights of free speech; and

WHEREAS, the City has applied or will apply to the United States Department of Justice for a federal grant (the “Grant”) to help defray the expense of providing a secure venue for the RNC delegates and for ensuring the opportunity for the lawful exercise of constitutional rights by all persons; and

WHEREAS, law enforcement officers from all levels of government throughout the State of Florida will be needed to provide law enforcement services for the event; and

WHEREAS, law enforcement agencies providing personnel for the RNC are considered to be subrecipients of the Grant and eligible for reimbursement for personnel and other costs subject to the terms of both this Agreement and the Grant; and

WHEREAS, on March 9, 2020, the Governor of the State of Florida issued Executive Order 20-52, declaring a state of emergency for the entire State of Florida due to COVID-19, which order was subsequently extended by Executive Order 20-114 dated May 8, 2020, as extended for an additional sixty (60) days by Executive Order 20-166 dated July 7, 2020; and

WHEREAS, Chapter 23, Part I, Florida Statutes (the “Florida Mutual Aid Act”) authorizes law enforcement agencies to enter into voluntary agreements for cooperation and assistance relating to routine law enforcement matters that cross the respective agencies jurisdictional boundaries, and further provides authority for law enforcement agencies to enter into written mutual aid agreements including operational assistance agreements pursuant to Florida State Section 23.1225(1)(b) for assistance in the management of an emergency as defined in Section 252.34, Florida Statutes; and

WHEREAS, at the request of the City, the Agency identified above is authorized, and is willing, to provide the assistance of law enforcement personnel and/or equipment for public safety-related aid and assistance during the RNC; and

WHEREAS, the City and Agency desire to outline the terms and scope of the assistance to be provided during the RNC.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the undersigned parties agree as follows:

**I. INCORPORATION OF RECITALS**

The above recitals are incorporated herein by reference.

**II. PARTIES**

A. The various provisions and covenants of this Agreement run between the City and Agency, not between or among any other law enforcement agency with whom the City may have also entered into, or will enter into, a similar cooperative or mutual aid agreement. Nothing in this Agreement is intended to and shall not be interpreted to create any rights to any third party.

B. Agency represents that it possesses the legal authority, pursuant to proper, appropriate statute, ordinance, official motion, resolution or action passed or taken or required, to enter into this Agreement.

1. The City is authorized to enter into this Agreement pursuant to Section 23.1225(1)(b) and Chapter 252, Florida Statutes, Section 674.207, Ordinance Code, and Ordinance 2020-\_\_\_-E.

2. Agency certifies that it is authorized to enter into this Agreement. The person or persons signing and executing this Agreement on behalf of Agency hereby represent(s) that he/she has been fully authorized by such party to execute this Agreement on behalf of Agency and to validly and legally bind Agency to all of the terms, conditions, performance and provisions herein.

C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Agency, or the person signing the Agreement on behalf of Agency, to enter into this Agreement.

### **III. APPLICABILITY**

A. This Agreement applies to the RNC event to be held primarily in Jacksonville, Florida and scheduled to convene on Monday, August 24<sup>th</sup>, 2020 and conclude on Thursday, August 27<sup>th</sup>, 2020 (the “actual event”), with main events to be held at \_\_\_\_\_ (the “\_\_\_\_\_”) in downtown Jacksonville, with major supporting venues to include \_\_\_\_\_ and \_\_\_\_\_, all within walking distance of the \_\_\_\_\_. This Agreement pertains to the actual event as well as pre-event training and preparations and post-event clean up for a period to commence on Sunday, August 23<sup>rd</sup>, 2020 at 8:00 a.m. for pre-event training, until concluding on Friday, August 28<sup>th</sup>, 2020 at 11:59 p.m. (collectively referred to as the “entire event” or the “RNC event period”).

B. The actual RNC event dates may be extended by the RNC for a period preceding and exceeding the conclusion of the RNC event period if required to complete the RNC nomination process. In such a circumstance, the JSO will notify Agency that its aid continues to be needed prior to or past the conclusion of the RNC event period and will provide its best estimate of the additional time period such aid will be needed. Agency will immediately advise the JSO whether it will continue to assist for the extended RNC event period.

C. For activities directly connected with RNC security, this Agreement temporarily supersedes any existing mutual aid agreement or memorandum of understanding between the City and any of the parties hereto to the extent of any conflict between the respective agreements.

### **IV. REQUESTED OPERATIONAL ASSISTANCE**

A. The City hereby requests the operational assistance of Agency for RNC security planning, training, execution, and pre- and post-event law enforcement operations.

B. Although the Agency is requested to make a firm commitment of personnel, JSO recognizes that circumstances may require Agency to deviate from the committed number of officers and/or equipment. The final decision of the number of officers and equipment to be dedicated to the RNC by Agency rests solely with the Agency’s sheriff or chief. However, all participating officers will be issued individual credentials and receive specialized training and instructions. Accordingly, it is important that officers committed to the RNC security assistance will be available for the entire event. JSO will continuously monitor circumstances and will release officers from RNC duty as quickly as possible.

C. Agency will, or has, advised JSO of the specific number of personnel and the type of specialized equipment, if any, Agency will commit to the RNC event. Agency may provide officers only or may provide officers and supervisors. Prior to the event, Agency will be advised of the specific assignments allocated to its personnel. Whenever practical, direct supervision of

Agency's personnel will be accomplished by or through that Agency's own supervisors when such supervisors are provided. However, due to the scale of the event and the large number of assisting agencies participating, at times it is likely that supervision will occur or direction will be given by supervisors of another agency. Prior to the event, each participating officer will be aware of his or her specific chain of command. In any case, overall control of all law enforcement activities will be the responsibility of the JSO.

D. No participating law enforcement officer will be ordered, required or requested to perform any act that would be prohibited by that officer's Agency rules and regulations. Assisting Agency personnel will, or have, received training specific to their assigned function. Issues regarding conflicts in rules and regulations or preferred response to anticipated situations should be raised during the training.

E. Pursuant to Section 23.127, Florida Statutes, responding law enforcement officers acting pursuant to this Agreement have the same powers, duties, rights, privileges, and immunities to enforce the law as when acting within the territory of their regular employment and thus are applicable to Agency's employees provision of security assistance with the RNC event consistent with this Agreement. If these statutes do not apply to Agency, Agency shall notify JSO.

- F. The occurrence of any of the following predicate events will initiate investigative and forensic involvement, assistance or coordination by FDLE;
- a. the shooting of a person by any law enforcement officer provided by an agency providing services for the RNC event acting in the line of duty; or
  - b. the death of an arrestee while in the care, custody or control of a law enforcement of any agency providing services for the RNC event, the death of an arrestee shortly after being in the care, custody or control of a law enforcement officer of any agency providing services for the RNC event or the death of an intended arrestee during an arrest attempt by a law enforcement officer of any agency providing services for the RNC event.

## **V. ORGANIZATIONAL STRUCTURE**

A. Agency acknowledges and agrees that at all times during any joint training sessions prior to the RNC and during the RNC event period, including deployment of any police officers (as defined below), regardless of such officer's rank or job title within the Agency, he or she shall be subject to a structure of supervision, command and control coordinated through a unified law enforcement command composed of federal, state, and local public safety personnel and following unified command principles and practices established throughout the law enforcement community.

B. The JSO is the lead local law enforcement agency associated with the RNC law enforcement. All functions and duties to be performed by the Agency's personnel under this Agreement will conform to the RNC Operational Plan with specific assignments to be communicated to the Agency by the "Commanding Officer" (as defined below) or his/her

designee. The Agency will be provided with briefings from the JSO, as necessary, regarding its assignments.

C. For purposes of the RNC event, the JSO "Commanding Officer" will be \_\_\_\_\_.

D. Agency officers performing services pursuant to this Agreement will abide by applicable JSO policies, which will be provided to it in one or more RNC event information and training packets ("RNC Preparatory Materials") prior to the RNC event. Agency shall disseminate the RNC Preparatory Materials to its officers providing services hereunder. In the event of a conflict between the Agency's policies and JSO's applicable policies, Agency agrees to follow JSO policies with respect to any RNC event services provided hereunder and shall instruct its officers to do likewise. By signing this Agreement, Agency certifies that all officers provided hereunder are or will be trained on the JSO policies provided before the RNC event.

E. Nothing in this Agreement shall affect the statutory or common law authority of the parties or their personnel, nor shall this Agreement limit or enhance the respective liabilities and immunities of the parties. Responsibility for the conduct of Agency personnel, both personally and professionally, shall remain with the Agency.

## **VI. AGENCY RESPONSIBILITIES**

Agency agrees to the following terms in preparation for and during and following the RNC event:

A. Upon reasonable advance notice from JSO, Agency's officers being deployed at the RNC event shall participate in the RNC event and shall participate in RNC event training activities that are coordinated or conducted by Agency and the JSO or its designee. For purposes of this Agreement, training activities will include RNC Preparatory Materials and in-person training on \_\_\_\_\_, August \_\_, 2020, beginning at \_\_\_ AM, for all Agency officers providing services during the RNC event period; and

B. Upon reasonable advance written notification from JSO to the Agency, each Agency officer deployed at the RNC event shall provide services assigned by the JSO during the RNC event period; and

C. At the request of the JSO, each Agency officer shall participate in and/or provide information to and otherwise cooperate with the JSO in any "after action activities" following the conclusion of the RNC event period. This may include debriefings of information and experiences, completion of surveys and questionnaires and assisting and/or participating in any civil and/or criminal legal proceedings.

D. The Agency agrees to cooperate with and provide the City of Jacksonville with any other information reasonably requested by the City and that the City deems necessary to facilitate and enable compliance with the terms and conditions contained in this Agreement and grant requirements. Such documentation shall include, but is not limited to, the information as set forth on Exhibits A, B and C attached hereto.

E. The agency designates the following contacts for operational and administrative purposes under this Agreement:

[List Names, Titles, Contact information]

[Responsibilities]

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F. The names of all officers to be provided by the Agency for the RNC event purposes shall be sent to the JSO in written form upon execution of this Agreement and prior to providing any RNC event services hereunder.

G. Each of the officers provided by the Agency shall meet one of the following criteria (as applicable to the Agency):

1. Agency located in the State of Florida shall ensure all officers provided are duly certified as a law enforcement officers in the State of Florida and in good standing in accordance with Section 943.10, Florida Statutes.
2. Non-Florida Agency shall ensure that its officers providing assistance under this Agreement are duly licensed or certified by the authority of the state in which the officer's appointing authority is located. Statutory certification requirements for Agency's officers shall be provided to the JSO with the list of all Agency officers providing RNC services.

H. In addition to the certification/licensure for officers set forth above, Agency agrees that each of the officers provided shall also meet all of the following criteria:

1. Each officer shall by reason of experience, training and physical fitness be capable of performing the duties anticipated to be required by the JSO during the RNC event; and
2. Each officer shall have been employed as a licensed police officer for a minimum of two (2) years in the United States; and
3. Each of the officers provided for the RNC event are officers in good standing with the Agency. Throughout the term of this Agreement, the Agency shall promptly



notify the JSO in the event that any officer is no longer an officer in good standing with the Agency; and

4. No officer being provided has been the subject of a lawsuit where the officer has been sued in an individual capacity, or pending and/or sustained Agency internal affairs investigations during the past ten (10) years, where such lawsuit or investigation involves allegations of fire amendment violation or allegations of excessive/unnecessary/unreasonable use of force, improper conduct or conduct unbecoming of a licensed law enforcement officer.

I. Unless otherwise provided or requested by the JSO, each of the officers being provided shall be equipped and/or supplied by Agency at agency's own expense, with a seasonally appropriate patrol uniform and equipment, including but not limited to service belts with Agency radio equipment, service weapon, and personal soft ballistic body armor as required to be worn by the officer while on duty for the Agency. A completed sanctioned uniform and authorized equipment list will be provided to Agency as part of the RNC event Preparatory Materials. If the Agency intends to send any equipment, gear, service weapons or munitions with its officers that are not included in the JSO sanctioned list, it shall notify the JSO in writing no later than August \_\_\_\_\_, 2020, and must obtain the JSO's written consent prior to its use by an Agency officer during the RNC event period.

J. Agency acknowledges and agrees that at any time during the term of this Agreement the JSO has the sole discretion to decline to accept and/or use an officer without cause or explanation.

K. Agency will exercise its best efforts to assist with the RNC event. However, the parties recognize that resource availability requires Agency to exercise its best judgment in prioritizing and responding to the public safety needs of its own jurisdiction, which may also include the RNC event. That prioritization decision belongs solely to agency and Agency may recall its officers when Agency determines it is in its best interest to do so. Agency shall follow the termination procedures set forth in Section XVIII of this Agreement in the event a decision to recall its assistance is made.

L. Except as set forth in this Agreement, Agency shall be responsible for all costs associated with providing officer assistance that are not assumed by City as stated in this Agreement and authorized in writing.

## **VII. CITY OF JACKSONVILLE RESPONSIBILITIES**

In addition to its lead local law enforcement planning responsibilities for the RNC event, the City of Jacksonville Agrees to the following:

A. City will provide RNC event training for participating Agency officers, include the provision of RNC event Preparatory Materials for review and in-person training by Agency.

B. Contingent upon future appropriation by the Council of the City of Jacksonville of the necessary Grant funds, City will provide lodging and food for Agency officers performing services under this Agreement. The JSO shall provide lodging and food location assignments to Agency officers in writing prior to the RNC event period.

C. Subject to compliance with the Grant requirements, City shall cover approved personnel and transportation expenses of officers providing services during the RNC event period. Agency's estimate of allowable expenses will be itemized on a form or forms, which have been provided to Agency prior to execution of this Agreement. The compensation to Agency for officer services pursuant to this Agreement has been based on this estimate as approved by City, and may not exceed the approved estimate amount unless approved by the City's Director of Finance. Agency's approved estimate amount is incorporated into this Agreement by reference as if fully rewritten herein. Agency agrees that all actual payments in an amount equal or less than this amount shall be based on itemized invoices provided to the City after the RNC event for services actually provided according to the Payment Terms provided to Agency as part of the RNC Preparatory Materials. Any authorized meals purchased by participating law enforcement personnel outside those provided by City, must not exceed federal 2020 per diem rates for Duval County. Reimbursement for vehicle mileage cannot exceed the federal 2020 standard mileage rate for cars, trucks and vans. City will only reimburse for mileage to and from Jacksonville and not for use of any vehicle during the RNC event period. No other transportation costs will be paid to Agency except upon approval of the City's Director of Public Safety.

## **VIII. FEDERAL GRANT REQUIREMENTS**

A. The United States Department of Justice's 2020 Presidential Nominating Convention grant ("the Grant") is the primary source of funding for RNC Security operations. All law enforcement agencies providing personnel and equipment in support of RNC security are considered subrecipients under the Grant and subject to certain Special Conditions specified in the Grant. The applicable terms and conditions of the Grant are incorporated into this Agreement by reference as if fully rewritten herein. Except for conditions which by their nature apply exclusively to the City of Jacksonville as the Grant recipient, subrecipients must scrupulously adhere to the requirements of the Special Conditions.

1. Although all the Special Conditions are material to this Agreement, among the most significant for subrecipients that are or may be included in the Grant are:

- a) Equal Employment Opportunity Plan (EEOP) requirements – Agencies expecting to be reimbursed for expenses exceeding \$25,000.00 and which have 50 or more employees must have an EEOP and complete the applicable certification form and provide it to the City and the Department of Justice.
- b) Duty to report fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

- c) All grant drawdowns are reimbursement-only basis.
- d) No supplanting of local or state funds.

- 2. As Primary grant recipient the City of Jacksonville is obligated to ensure the compliance of all subrecipients with all applicable Special Conditions.
- 3. Once the Grant is obtained by City, City will provide the grant Special Conditions to Agency or direct Agency to the website for Agency to obtain it on-line.

**IX. CERTIFICATION OF NON-SUPPLANTING**

By execution of this Agreement, all participating agencies certify that grant funds received pursuant to this Agreement will not be used to supplant local and/or state funds.

**X. FINAL PAYMENT TERMS**

A. Agency shall only be paid for necessary costs of participating in RNC event-related activities during the RNC event period, and any approved “after action activities” related thereto.

B. Subject to the terms of the Agreement and the prior written approval of the City of Jacksonville, the City of Jacksonville agrees to provide payment to the Agency for each officer whose services are actually used (including “on-call status” set forth in Section VI) by the JSO during the RNC event period.

C. Unless otherwise agreed to in writing by the City of Jacksonville, the City of Jacksonville shall only provide reimbursement to the Agency for Personnel Costs if the Agency officer completed the JSO’s required training and 1) participated in the RNC event or 2) was ready, willing and available and physically present in the City of Jacksonville or Duval County to participate in the RNC event as required by JSO hereunder despite the officer not having actually participated in the RNC event.

D. In the event the Agency fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services as agreed to herein, the City of Jacksonville reserves the right to withhold any available payment until the City is satisfied with corrective action has been taken or completed. This option is in addition to and not in lieu of the City’s right of termination as provided in this Agreement.

**XI. REIMBURSEMENT OF PERSONNEL COSTS**

A. The City of Jacksonville will reimburse assisting agencies for specified personnel expenses in conformance with the requirements of the Grant. Because of the strict non-supplanting

rule, agencies must request reimbursement of personnel costs based upon one of the following models:

1. Assisting agencies that do not have actual jurisdiction in the City of Jacksonville may request reimbursement of salary costs for all hours assigned and worked by their personnel as RNC security (both straight time and overtime); or
2. Agencies having actual jurisdiction inside the City of Jacksonville may request reimbursement of salary costs for all overtime hours assigned and worked by their personnel as RNC security.

“Salary Costs” include straight time or overtime at the hourly rate of the officer assigned plus Medicare and FICA rates applicable in 2020, and the Agency’s actual pension contributions. No other fringe benefits will be reimbursed.

“Personnel” means sworn certified law enforcement officers and supervisors of any rank who are assigned and present in support of the RNC mission.

“Hours Assigned and Worked” means the actual scheduled hours assigned to each officer in support of the RNC mission and actually worked by the officer during the event.

B. Agencies having actual jurisdiction in the City of Jacksonville will absorb all costs for their own assigned personnel for the first forty (40) hours of the respective officer’s work week during the RNC. Overtime personnel costs for hours worked beyond forty (40) hours during the RNC will be reimbursed to those agencies pursuant to the terms (specifically Model 2 above) contained herein.

C. All assisting agencies will be provided with a form or forms for collecting data necessary for reimbursement. The forms and supporting documentation should be completed by Agency and returned to the City of Jacksonville administrator specified on the form no later than \_\_\_\_\_, 2020. The City of Jacksonville will use commercially reasonable efforts to process the forms and remit payment within forty-five (45) days of receipt of the reimbursement request, fully-completed forms, and supporting documentation. Administrative costs including planning and fiscal functions will not be reimbursed.

D. Agency must provide payroll verification documents, certify the accuracy of the reimbursement request, and maintain all supporting documentation for a minimum of seven (7) years. Agency specifically agrees to cooperate with any required audit relating to the federal RNC grant and further agrees to reimburse the federal government for any payments received which are subsequently deemed ineligible by any future City of Jacksonville or federal audit.

E. Subject to Council appropriation, Officers from Agency will be housed and fed under arrangements made by, and directly paid for by, the City of Jacksonville. Accordingly, no housing costs or per diem will be paid to Agency. Exceptions to this policy may be made for officers who are required to arrive in the Jacksonville area prior to the effective date of housing and feeding arrangements.

F. Depending on the availability of funding, if Agency's personnel participate in extensive (more than 40 hours) training, Agency may apply for reimbursement of salary costs incurred on an overtime basis for RNC specific training.

## **XII. LIABILITY INSURANCE**

A. The City of Jacksonville will obtain a law enforcement liability insurance policy with a coverage limit of Ten Million Dollars (\$10,000,000.00) insuring Agency as well as all other assisting law enforcement agencies, and all participating law enforcement personnel in their individual capacities while acting within the scope of their employment, against job-related liability claims including torts and constitutional allegations unless the assisting Agency or law enforcement personnel acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. Legal defense of claims and all claims processing will be provided by the City of Jacksonville or by the insurer. The City of Jacksonville shall have the exclusive right to negotiate and settle claims within policy retention limits.

B. All assisting agencies agree to cooperate fully in the processing of liability claims to include, without limitation, forwarding to the City of Jacksonville or otherwise providing effective notice of all claims of events foreseeably resulting in a claim, providing documents or other potential evidence and ensuring the availability of employees for deposition and trial. Nothing in this Agreement shall be interpreted as waiving or modifying the provisions and limitations of Section 768.28, Florida Statutes.

## **XII. MUTUAL RESPONSIBILITY**

A. Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

B. The parties understand and agree that each party is relying upon, and has not waived, any rights, defenses, immunities, and protections provided by Florida law or any common-law immunity or limitation of liability, all of which are hereby reserved by the parties hereto.

C. Notwithstanding the foregoing, nothing contained in this Section shall waive, nor shall it be construed to waive, any rights and benefits either party has with regard to its status under the insurance coverage described in Section XI of this Agreement.

## **XIV. WORKERS' COMPENSATION**

Agency hereby certifies that it maintains insurance, self-insurance, or coverage equivalent to the Florida Workers' Compensation. In the event its employee pursues a claim in his or her home jurisdiction, the Agency shall be responsible for all liability and loss related to the claim.

#### **XV. TERM**

This Agreement shall be effective upon complete execution of this Agreement by Agency and the City of Jacksonville. All operational assistance commitments will cease with the release of Agency's respective personnel from RNC security duty. Covenants and responsibilities articulated herein which are necessarily ongoing in nature, including, without limitation, financial obligations and records retention requirements, shall survive and remain effective following termination of the operational assistance commitment and the expiration or earlier termination of this Agreement.

#### **XVI. MODIFICATIONS**

The terms of this Agreement may be modified at any time by written consent of the parties. Modifications to this Agreement shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each party.

#### **XVII. MUTUAL BENEFITS TO PARTIES – CONSIDERATION**

Other than the terms set forth in Section VII, further considerations for this Agreement shall be non-monetary and shall consist of enhanced public safety and improves law enforcement activity in Jacksonville, Florida are in preparation for, and during the RNC event, and other mutual benefits through the cooperative efforts of the parties to this Agreement

#### **XVIII. TERMINATION**

A. The City of Jacksonville may terminate this Agreement without penalty based on the occurrence of any of the following events:

1. Cancellation of the RNC event; or
2. If the City of Jacksonville is unable to purchase and provide the insurance coverage described in Section XII of this Agreement in a timely manner; or
3. Failure of the Agency to comply with or perform any material term, condition or obligation contained in this Agreement and failure to cure such default within seven (7) calendar days after the City of Jacksonville provides Agency with written notice of such failure; or;
4. If the City of Jacksonville is unable to obtain the United States Bureau of Justice Assistance grant referenced in Article VIII of this Agreement.

B. Agency may terminate this Agreement without penalty based on the occurrence of any of the following events:

1. Cancellation of the RNC event; or
2. If the City of Jacksonville is unable to or fails to purchase and provide the insurance coverage described in Section XII of this Agreement in a timely manner; or
3. The Agency determines it does not have the resources available to participate in the RNC event; or
4. Failure of the City of Jacksonville to comply with or perform any material term, condition or obligation contained in this Agreement and failure to cure such default within seven (7) calendar days after the Agency provides City of Jacksonville with written notice of such failure; or
5. If the City of Jacksonville is unable to obtain the United States Bureau of Justice Assistance grant referenced in Article VIII of this Agreement.

### **XIX. NOTIFICATION**

Notices concerning the termination of this Agreement , alleged or actual violations of the terms or conditions of this Agreement, and any and all other notices that may or should be given to either party under this Agreement will be made to each party as follows:

City of Jacksonville:

Director of Finance and Administration  
117 W. Duval St., Suite 300  
Jacksonville, Florida 32202  
Attn: Patrick "Joey" Greive

*with a copy to:*

Jacksonville Sheriff's Office  
501 E. Bay St.  
Jacksonville, Florida 32202  
Attention: \_\_\_\_\_

*with a copy to:*

Office of General Counsel  
117 W. Duval St., Suite 480  
Jacksonville, Florida 32202  
Attention: John Sawyer

Agency:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

**XX. RECORDS AND DISSEMINATION OF INFORMATION**

A. In the event of the need for personnel or other records in criminal and/or civil proceedings, the Agency agrees to provide such records as requested.

**XXI. INDEPENDENT CONTRACTOR**

A. It is not intended, nor shall it be construed, that any party or any officer, employee, or agent of the Agency is an officer, employee, or agent of the City for purposes of unemployment compensation, workers' compensation, governmental immunity, civil rights, or for any purpose whatsoever. Nothing contained in this Agreement shall be construed so as to find the Agency or its employees to be employees of the City of Jacksonville, and the Agency's employees shall be entitled to none of the rights, privileges, or benefits of the City of Jacksonville employees.

B. Except to the extent by the insurance policy acquired by the City as referenced in Section XII and the "not to exceed" compensation amount described in Section VII, Agency acknowledges that it remains fully responsible for any and all obligations as the employer of its personnel assigned to the RNC Event period including, but not limited to, responsibility for the payment of the earnings, overtime earnings, withholdings, insurance coverage, workers' compensation, death benefits, medical and legal indemnity where appropriate, and all other requirements by law, regulations, ordinance or contract.

C. To the extent an Agency employee individually pursues a third-party action and the third party or any party joins the City as a party to that action:

1. The City shall be immune from subrogation claims pursuant to the exclusive remedy provisions of Florida's Workers' Compensation Act and/or Agency's state Workers' Compensation Act;

2. The Agency agrees to be responsible to the extent legally liable, for loss from any and all claim or claims made by that Agency's employee, for any alleged active or passive negligence or condition, caused or created in whole or in part by the City of Jacksonville.

D. The City shall refer disciplinary matters involving Agency employees to the employing Agency for an investigation that may be jointly conducted by the JSO and the Agency



unless, based on the judgment of the City, that a particular matter represents probable cause for the issuance of a criminal complaint, in which case the matter shall be referred directly to an external law enforcement Agency for investigation with appropriate notice to the Agency.

## **XXII. GOVERNING LAW; COMPLIANCE WITH LAWS**

A. Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with Florida law and applicable federal law. Any action arising from this Agreement shall be brought and maintained in a state or federal court in Duval County, Florida, which shall have exclusive jurisdiction of such action. No legal or equitable rights of the parties shall be limited by this Section.

B. Both the City of Jacksonville and the Agency agree to comply with applicable federal, Florida, and City of Jacksonville laws or ordinances.

## **XXIII. MISCELLANEOUS**

A. The captions and headings set forth in this Agreement are for convenience of reference only, and shall not be construed as defining or limiting the terms and provisions in this Agreement.

B. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Florida or the Charter of the City of Jacksonville, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Agency shall be construed and enforced as if the Agreement did not contain the particular part, term or provision.

C. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original of this Agreement. Delivery of a counterpart by electronic means, including but not limited to PDF, shall be valid for all purposes.

*[remainder of page intentionally blank; signature page(s) follow immediately]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date specified.

ATTEST:

**CITY OF JACKSONVILLE**

By: \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Lenny Curry, Mayor

Form Approved:

\_\_\_\_\_  
Office of General Counsel

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**JACKSONVILLE SHERIFF'S OFFICE**

By: \_\_\_\_\_

Mike Williams

Sheriff

Date: \_\_\_\_\_

**ASSISTING AGENCY:**

\_\_\_\_\_  
Print Name of Agency

\_\_\_\_\_  
Mayor or County/City Manager (Signature)

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Chief of Police or Sheriff (Signature)

\_\_\_\_\_  
Print name and Title

Date: \_\_\_\_\_

Approved as to form and correctness:

FORM APPROVED:

AGENCY \_\_\_\_\_

By: \_\_\_\_\_  
Office of General Counsel

\_\_\_\_\_  
Legal Counsel (Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

## Exhibit A

**Federal Award Identification:** Funding to Support the 2020 Presidential Candidate Nominating Convention

**Subgrantee Name:**

**Subgrantee's DUNS number:**

**Federal Award Identification Number (FAIN):**

**Federal Award Date:**

**Subaward Period of Performance Start and End Date:**

**Amount of Federal Funds Obligated in this Action/Agreement:**

**Total Amount of Federal Funds Obligated to the Subgrantee:**

**Total amount of the Federal Award:**

**Federal Award Project Description:**

**Name of the Federal Awarding Agency:** United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance

**Pass-Through Entity:** City of Jacksonville

**Contact Information for the Awarding Official:** 117 W Duval St, Jacksonville, FL 32202

**Catalog of Federal Domestic Assistance Number:** 16.751

**Catalog of Federal Domestic Assistance Name:** Funding to Support the 2020 Presidential Candidate Nominating Convention

**Is Award Research and Development:** No

**Indirect cost rate for the Federal award:**

### Introduction

This funding supports cities that host the 2020 nominating conventions, and reimburses costs of providing law enforcement and related materials and services for these events.

### Purpose

To address presidential nominating convention-associated law enforcement and related needs.

### Objectives

### Tasks

### Deliverables

### Budget

<b>Budget Category</b>	<b>Subaward Amount</b>
Personnel	
Fringe Benefits	
Contractual Services	
General Liability	
Rent/Office Space	
Supplies	
Travel	
Indirect Costs	
Total	

**Period of Performance**

The period of performance is

## **Exhibit B**

### **Grant Special Conditions**

Exhibit B consists of the award documentation from DOJ to the City. Agency, as a subgrantee, is bound to the requirements and special conditions contained within the award documentation.

**[Remainder of page left blank intentionally. DOJ award documents follow immediately.]**

# **Security Grant Agreement**

**(to be provided)**