

**Council Auditor's Office  
Council Auditor Recommendations  
Bill 2024-904 Amendments**

**Auditor Recommended Amendments (Agreed to by the Administration and Jaguars)**

**Legislation**

1. Include requirement that the Chief of Procurement file with City Council a copy of the agreed upon procurement process for hiring contractors to perform work or services and purchasing equipment and materials in connection with the Renovated Stadium required under Section 4.9 of the Lease Agreement.
2. Require that City Representative provide the City Council Finance Committee quarterly updates on the improvements during the Stadium Development until Substantial Completion.

**Guaranty Agreement**

1. Require City Council approval for any substantive and/or financial amendments
2. Require that Guarantor provide the City with evidence of their financial wherewithal to cover the obligations of the Guaranty at execution of the Guaranty and annually throughout the term of the Guaranty. (Note: The Jaguars indicated they would provide a letter from their Chief Financial Officer stating what the team's worth is prior to execution and on an annual basis).

**Non-Relocation Agreement**

1. Require City Council approval for any substantive and/or financial amendments
2. Add the \$25 million payment related to the ROFO within the amounts due to the City under the Liquidated Damages provision

**Security Agreement**

1. Require City Council approval for any substantive and/or financial amendments

**Performance Center Lease**

1. Require City Council approval for any substantive and/or financial amendments

**Amphitheater Lease**

1. Require City Council approval for any substantive and/or financial amendments

**Parking Agreement**

1. Require City Council approval for any substantive and/or financial amendments

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2. If the appraised value(s) of the ROFO is greater than the \$25 million credit, the City should be compensated dollar for dollar for the additional value that is being transferred to TeamCo.
3. Effective with the new Stadium Lease, net revenues derived from the ROFO Parking during Third-Party Events shall be shared equally between the City and StadCo.

**Development Agreement**

1. Require City Council approval for any substantive and/or financial amendments
2. Require certification of final construction costs after completion of construction by a CPA firm
3. Section 3.2.1(b) – Clarify City Council approval required for any changes to the Project Program Statement that reduce the minimum standards set forth in the Project Program Statement

**Lease Agreement**

1. Require City Council approval for any substantive and/or financial amendments
2. Include standard audit rights language for City, including but not limited to the Council Auditor's Office and Office of Inspector General, regarding any transactions that impact the Operations, Utilities and Events Fund, Capital Maintenance Fund, and Insurance Fund
3. Require notification to City Council President and Council Auditor of City defaults

**Community Benefits Agreement**

1. Require City Council approval for any substantive and/or financial amendments

**Auditor Recommended Amendments (NOT Agreed to by the Administration and Jaguars)**

**Non-Relocation Agreement**

1. Add \$7,286,485 in supplemental rent that will not be paid in 2028 and 2029 to Liquidate Damages provision of the Non-Relocation Agreement

**Lease Agreement**

1. Require that any management fee paid to a third-party operator be deducted from the 5% management fee paid to StadCo

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**Based on Filed Version**

**Bill**

1. Section 3 - Correct term of ROFO to August 1, 2025 through August 31, 2030
2. Correct scrivener's errors
  - a. Pg. 1, line 29: strike "A" and insert "AN"
  - b. Pg. 2, line 16: include 19,512 sq. ft. parcel
  - c. Pg. 3, line 3: strike "ESTABLISHED" and insert "ESTABLISHED)"
  - d. Pg. 4, line 4: strike "CHIEF ADMINISTRATIVE OFFICER OF THE CITY" and insert "CITY REPRESENTATIVE"
  - e. Pg. 3, line 14: insert "ZONING" before "EXCEPTIONS"
  - f. Pg. 4, line 31 and Pg. 5, line 1: strike "funding for"
  - g. Pg. 6, line 23: strike "for" and insert "forth"
  - h. Pg. 7, line 26: insert "and" after "Small"
  - i. Pg. 9, line 11: strike "Accounts" and insert "Accounts)"
  - j. Pg. 9, line 13: strike "Development" and insert "Development)"
  - k. Pg. 9, line 14: strike "Fund"
  - l. Pg. 10, line 28: strike "JL" and insert "StadCo"
  - m. Pg. 10, lines 12 and 17: insert "Zoning" before "Exceptions"
  - n. Pg. 11, line 6: strike "Arts" and insert "Art"

**Guaranty Agreement**

1. Require notification to the Council Auditor for all technical amendments

**Non-Relocation Agreement**

1. Require notification to the Council Auditor for all technical amendments
2. Correct scrivener's error
  - a. Section 9(m) – Strike reference to Section 5(g)

**Security Agreement**

1. Require notification to the Council Auditor for all technical amendments
2. Recital E and Section 3 - Clarify the City will reimburse StadCo for half of the costs of Interior Services within 30 days of event
3. Section 1(i) and Exhibit A – Clarify City's responsibilities for Exterior Services includes parking lots that the City makes available under the Parking Agreement
4. Section 8 – Clarify the City will own any equipment required to provide the Interior Services for Covered Events that is funded from the Operations, Utilities and Events Fund
5. Section 8 – Clarify that space will be provided at no cost to the City for use in providing Covered Services at Covered Events
6. Section 10 – Clarify parking for JFRD vehicles is included within City's rights related to providing Covered Services
7. Section 11 – Clarify the term of the security agreement will commence with the commencement of the Amended and Restated Stadium Lease

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8. Correct scrivener's error
  - a. Recital E – change “Team Events” to “NFL Events”

**Performance Center Lease**

1. Require notification to the Council Auditor for all technical amendments
2. Section 10 – Clarify a surcharge will be collected on parking passes for Landlord Events and include date for annual surcharge increase for both ticket and parking surcharge
3. Correct scrivener's errors
  - a. Last whereas clause – change “Commencement Date” to “Term Commencement Date”
  - b. Section 28 – Correct section reference

**Amphitheater Lease**

1. Require notification to the Council Auditor for all technical amendments
2. Clarify the term of the amended and restated lease Amphitheater lease will commence with the commencement of the Amended and Restated Stadium Lease
3. Section 10 – Clarify a surcharge will be collected on parking passes for Landlord Events and include date for annual surcharge increase for both ticket and parking surcharge
4. Section 13(c) – Clarify parking surcharges on Landlord Events will be deposited in the Amphitheater Capital Fund
5. Section 13(g) – Strike section regarding transfer of surpluses in the Amphitheater Capital Fund

**Parking Agreement**

1. Require notification to the Council Auditor for all technical amendments
2. Section 3.d. and 4.f. – Revise license period for ROFO Parking to begin August 1, 2026 and end August 31, 2030
3. Section 4.b. – Revise ROFO Commencement Date to August 1, 2025 and ROFO Expiration Date to August 31, 2030
4. Section 6.a. – Clarify parking surcharges assessed on Sports District Parking Facilities and ROFO Parking during Team Event Parking Periods will be deposited in the Operations, Utilities and Events Fund
5. Section 6.c. and 7.b. – Change reference to Section 9.2 to clarify that net parking revenue from Third Party Events will be deposited in the Operations, Utilities and Events Fund
6. Section 9.1 – Include requirement that StadCo maintain insurance on the ROFO Parking
7. Exhibit 1 (definitions) – Revise definition of ROFO Parking to include Future Development Parcel and Retained Parcel 4, include definitions of Amphitheater

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Lease and Multi-Use Covered Flex Field Lease, correct Code section reference for Sports and Entertainment District, and correct exhibit reference for Sports District

8. Exhibit 3 (map) – Identify Lot W and remove note
9. Correct scrivener's errors
  - a. Section 4.c. – Insert missing word in last sentence
  - b. Section 4.d. – Change section reference to Section 15
  - c. Section 4.g. – Change Section 3 reference to Section 4 and Article 14 reference to Section 15
  - d. Section 6.d. – Change section reference to Section 6
  - e. Section 12.b. – Change section reference to 12(a)
  - f. Section 13 – Change section reference to Section 12
  - g. Section 15.a. – Change section reference to Section 15

**Development Agreement**

1. Require notification to the Council Auditor for all technical amendments
2. Section 5.5.2 – Change records retention period from 6 years to 7 years from the date of substantial completion to align with term of audit rights
3. Correct scrivener's error
  - a. Section 9.5 – strike duplicate language

**Lease Agreement**

1. Require notification to the Council Auditor for all technical amendments
2. Strike references to the Stadium Construction Disbursements Escrow Agreement
3. Include provision that StadCo will provide supporting documentation for expenses when submitting net revenue or loss settlements for Third-Party Events to the Operations, Utilities and Events Fund
4. Section 3.2 – Clarify adjustment date for annual Base Rent increase
5. Section 3.3 – Clarify that StadCo shall “pay to the City and the City will deposit”
6. Section 4.5(a) and (b) – Revise timeframe for submittal of Operations Budget by StadCo to May 1 annually and finalize the Operations Budget by July 1.
7. Section 4.6(a) – Strike “Subject to the Procurement Process” regarding creation of the Operations, Utilities and Events Fund
8. Section 4.6(e) – Clarify funding requests from the Operations, Utilities and Events Fund can be submitted by StadCo monthly
9. Section 6.2 and 6.2(b) – Revise the submittal of Capital Plan to May 1 and finalize the Capital Plan by July 1.
10. Section 6.4(a) – Revise timeframe for submittal of Capital Budget by StadCo to May 1 annually and finalizing the Capital Budget by July 1
11. Section 6.5(a) – Strike “Subject to the Procurement Process” regarding creation of the Capital and Maintenance Fund
12. Section 6.5(c) – Revise annual funding for the Capital and Maintenance Fund from being based on the amount of convention development taxes received in the prior

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- fiscal year to the amount projected to be received in the upcoming fiscal year and change reference from “deposited” to “appropriated”
13. Section 6.5(d) – Clarify funding requests from the Capital and Maintenance Fund can be submitted by StadCo monthly
  14. Section 7.3 – Include reference to Section 4.1
  15. Section 8.1(i) – Include making required deposits to the Operations, Utilities and Events Fund within obligations of StadCo
  16. Section 9.5 – Clarify Broadcast Rights with respect to Third-Party Events will be deposited into the Operations, Utilities and Events Fund
  17. Section 9.8 – Clarify that documentation will be provided by StadCo prior to City reimbursement of City payment of Event-Day Expenses
  18. Section 11.1(b) – Clarify the City will not pay rent on the Stadium for City Excluded Events
  19. Section 17.2(a) – Clarify in the event of a StadCo Default, StadCo cannot use the Operations, Utilities and Events Fund to fund any reimbursements due to the City
  20. Section 17.3(a) – Require StadCo provide documentation to substantiate the reimbursement claim for any written demand
  21. Section 17.3(c) – Clarify StadCo may request to withdraw funds from the Operations, Utilities and Events Fund to reimburse their expenses resulting from exercising their Self Help Right under the default provisions
  22. Section 19.2(c) – Include requirement that StadCo submit supporting documentation with requests for disbursements from the Insurance Fund for Casualty Repair Work
  23. Correct scrivener's errors
    - a. Section 4.6(d)(v) – I don't think we need to change “and” to “or”
    - b. Section 9.9 – capitalize “event-day expenses”
    - c. Section 17.7 – change section reference to Section 19.3

**Community Benefits Agreement**

1. Require notification to the Council Auditor for all technical amendments
2. Correct scrivener's error
  - a. Section I.D. – Correct reference from “Riverfront Park” to “Riverfront Plaza”

## Staffopoulos, Mary - GCGA

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**From:** Salem, Ronald - CCDE  
**Sent:** Friday, June 21, 2024 8:03 AM  
**To:** Staffopoulos, Mary - GCGA  
**Subject:** Fwd: CP Salem amendment to SDA - direct purchase program Section 4.10.

Ronald B. Salem  
President, At-Large, Group 2  
Rsalem@coj.net  
(904)255-5216  
117 West Duval Street, Suite 425

Begin forwarded message:

**From:** "Sawyer, John - GCGA" <JSawyer@coj.net>  
**Date:** June 21, 2024 at 7:52:54 AM EDT  
**To:** "Salem, Ronald - CCDE" <RSalem@coj.net>  
**Cc:** "Parekh, Megha" <parekhm@nfl.jaguars.com>, "Taylor, Kim - CCCA" <KTAYLOR@coj.net>, "Peterson, Phillip - CCCA" <PhillipP@coj.net>, "Reber, Heather - CCCA" <HReber@coj.net>, "Parks, Brian - CCCA" <BParks@coj.net>, "Carrاهر, Trista - CCCA" <TCarrاهر@coj.net>  
**Subject:** **FW: CP Salem amendment to SDA - direct purchase program Section 4.10.**

CP Salem—

I reviewed your question regarding potential liability for any delays attributable to the City under the tax-exempt purchase program. The burden is on the construction administrator (StadCo) to provide the necessary documentation to Public Works so the City can process the request and ultimately procurement issue an authority proceed letter and purchase order, and the City only needs to demonstrate "commercially reasonable efforts" in processing the same. Notwithstanding the foregoing, in discussion with procurement and PW, it was suggested that the Director of Public Works be reference in the language below, and I recommend the other changes to clarify process and liabilities. Megha has agreed verbally but I don't believe has seen the below language. Copying auditors and Megha in the interests of time.

The City appoints the ~~City's Director of Public Works~~~~Chief of the City's Procurement Division~~ as the City's single point of contact with respect to such tax-exempt purchase program (such Person, the "**Direct Purchase Point of Contact**"). The Direct Purchase Point of Contact, subject to the Construction Administrator supplying the requisite documentation to effect the purchase, with assistance from the Construction Administrator, shall use commercially reasonable efforts to execute and deliver all documents and certificates as necessary to ensure that the Stadium Project is eligible to take full advantage of any available sales tax exemptions for materials and equipment. The City shall not be responsible for any failure to make such purchases on a sales tax exempt basis, provided that the City performs, using commercial reasonable efforts, its obligations in accordance with the standards set

forth in this Section 4.10, and the City shall not be responsible for any delays caused by a vendor supplying such materials.

Also, as to your amendment 1 requiring a list of all technical changes/amendments be provided to the auditors, it is routine for a redline of all changes to be submitted to the auditors prior to filing with legislative services, so I request the amendment just be amended to reflect that practice, to generate a separate list detailing all changes will be hours in the making and our time frames are tight to turn documents around.

Please do not hesitate to contact me if you wish to discuss.

Kind regards,

John C. Sawyer, Jr.  
Deputy, Gov't Operations Dept.  
Office of General Counsel  
117 W. Duval Street, Suite 480  
Jacksonville, FL 32202  
(904) 255-5074  
(904) 255-5120 - fax  
<http://generalcounsel.coj.com>

**\*\*\* Please note that under Florida's very broad public records law, email communications to and from city officials are subject to public disclosure. \*\*\***



## **Armstrong, Cory - CCSS**

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**From:** Sawyer, John - GCGA  
**Sent:** Friday, June 21, 2024 8:49 AM  
**To:** Armstrong, Cory - CCSS; Carlucci, Matthew - CCDE  
**Subject:** FW: CM Carlucci Amendment to attach Project Program Statement to Lease  
**Attachments:** GC-#1634678-v1-Jaguars\_-\_Project\_Program\_Statement\_6\_20\_24.PDF

Cory—

Please use the language below which has changed slightly from what was previously sent.

“[The attached is a draft Project Program Statement and the parties agree to continue to work in good faith to finalize and further populate the same to include objective, quantifiable metrics consistent with the requirements of the Stadium Development Agreement and consistent with Comparable NFL Facilities and Finishes, to be attached hereto within thirty (30) days of the Effective Date hereof.]”

Kind regards,

John C. Sawyer, Jr.  
Deputy, Gov't Operations Dept.  
Office of General Counsel  
117 W. Duval Street, Suite 480  
Jacksonville, FL 32202  
(904) 255-5074  
(904) 255-5120 - fax  
<http://generalcounsel.coj.com>

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**2024-904 - COUNCIL MEMBER AMENDMENTS FOR CONSIDERATION ON FRIDAY, JUNE 21ST (REVISED)**

<b>Amend #</b>	<b>Council Member Introducing</b>	<b>Agreement(s) Affected by Amendment</b>	<b>Summary of Amendment</b>
1	Salem	All Agreements	Require list/summary of all technical changes/amendments authorized for any agreement to be reported to the Council Auditor's Office.
2	Gay	Stadium Development Agreement	City to retain 100% of the sales tax savings realized through tax exempt direct purchases of eligible supplies and materials for the Stadium Project and eliminating the proposed pro rata split.
3	Gay	Stadium Development Agreement	Require adherence to Local Business Participation policy to use local businesses to perform or supply at least 40% of the Stadium Project as outlined in revised Chapter 126, <i>Ordinance Code</i> (effective July 1, 2024).
4	Gay	Stadium Development Agreement	Require a Registered/Certified Apprenticeship program for all major trades (e.g. electrical, mechanical, plumbin, etc.) for the Stadium Project.
5	Clark-Murray	All Agreements	Incorporate language from Section 2 of Ordinance 2024-904 allowing only "technical" changes to Agreements without Council approval.
6	Clark-Murray	Stadium Development Agreement	Include a Registered/Certified Apprenticeship program for the Stadium Project with a goal of retaining a minimum of 10% of registered/certified apprentices to complete work.
7	Clark-Murray	Stadium Development Agreement	Include a local purchase preference for the Stadium Project to require a good faith effort to purchase materials and supplies from Duval County first, before next pursuing purchases from the state of Florida and finally nationally.
8	Johnson	Stadium Lease Agreement	Revise language to provide that the Stadium will be managed by a third-party management company agreed upon by the City and the Jaguars rather than managed by the Jaguars.
9	Salem	Stadium Lease Agreement	Delete property insurance costs/expenses for Stadium from list of items to be paid out of the Operations, Utilities and Events Fund. The Stadium will be included on the City's major asset list for property insurance coverage to be paid for by the City as is currently done today.