

Redevelopment Agreement

between

the City of Jacksonville

and

WJCT, INC.

REDEVELOPMENT AGREEMENT

This **REDEVELOPMENT AGREEMENT** (this “Agreement”) is made this ____ day of _____, 2025 (the “Effective Date”), between the **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida (the “City”), and **WJCT, INC.**, a Florida not-for-profit corporation (“WJCT”).

Article 1.

PRELIMINARY STATEMENTS

1.1 The Project.

(a) Overview. City and WJCT have previously entered into that certain Amended and Restated Lease Agreement dated December 17, 2002 (the “Lease”), pursuant to which City has leased to WJCT that certain approximately 4.96-acre parcel of land located at 100 Festival Park Avenue, Jacksonville, Florida (the “Leased Premises”). The City desires to construct a roadway and marine fire station facility (the “Fire Station Project”) on certain real property easterly and adjacent to the Leased Premises (the “Fire Station Parcel”) and will need to access the Fire Station Parcel by way of the access rights reserved in favor of the City, as set forth in the Lease. In addition, as a part of the Fire Station Project, the City will need access to certain portions of the Leased Premises for the purposes of installing and/or restoring, in part, subsurface utility and stormwater improvements, landscaping and sidewalk improvements, electrical vehicle charging stations improvements, and to reconfigure and resurface the parking area serving the Leased Premises (collectively and as defined below, the “Improvements”). Upon completion of the Improvements, the City and WJCT will enter into an amendment to the Lease to modify the definition of the Leased Premises as a result of the construction of the Improvements, and to update certain other terms and conditions therein as set forth in the Lease Amendment attached hereto and incorporated herein as **Exhibit A** and shall also enter into that certain First Amendment to Metropolitan Park Agreement pursuant to and in the form authorized by the Ordinance (defined below).

1.2 Authority.

The City Council has authorized the execution of this Agreement pursuant to City Ordinance 2025-____-E (the “Ordinance”).

1.3 Coordination by City.

The City hereby designates the Director of the Department of Public Works (“Director”) or his or her designee to be the Project Coordinator who will, on behalf of the City, coordinate with WJCT and administer this Agreement according to the terms and conditions contained herein and in the Exhibit(s) attached hereto and made a part hereof. It shall be the responsibility of WJCT to coordinate all project related activities with the designated Project Coordinator, unless otherwise stated herein. The Project Contact for WJCT shall be David McGowan; dmcgowan@wjct.org.

1.4 **Maximum Indebtedness.**

The maximum indebtedness of the City for all fees, grants, reimbursable items or other costs pursuant to this Agreement shall not exceed the sum of ZERO AND NO/100 DOLLARS (\$0.00).

1.5 **Availability of Funds.**

Notwithstanding anything to the contrary herein, the City's financial obligations under this Agreement are subject to and contingent upon the availability of lawfully appropriated funds for their respective obligations under this Agreement.

NOW THEREFORE, in consideration of the mutual undertakings and agreements herein of City and WJCT, and for Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, City and WJCT agree that the above Preliminary Statements are true and correct, and represent, warrant, covenant and agree as follows:

**Article 2.
DEFINITIONS**

As used in this Agreement, the following terms shall have the meaning set opposite each:

2.1 **City Council.**

The body politic, as the same shall be from time to time constituted, charged with the duty of governing the City.

2.2 **Existing Surface Parking Lot.**

That certain surface parking lot located within the Leased Premises as of the Effective Date hereof comprised of 223 parking spaces.

2.3 **Festival Park Avenue Improvements.**

Those certain roadway and utility and stormwater improvements to be constructed by the City at no cost to WJCT, as further described on **Exhibit B** attached hereto.

2.4 **Fire Station Parcel.**

That certain parcel of real property as further detailed on **Exhibit C** attached hereto, on which the First Station Project will be constructed, and on which the Temporary Parking Spaces shall be located.

2.5 **Fire Station Project.**

The term "Fire Station Project" shall have the meaning as set forth in Section 1.1 above.

2.6 **Improvements.**

“Improvements” shall mean, collectively, the Festival Park Avenue Improvements and the Parking Lot Improvements.

2.7 **Lease.**

The term “Lease” shall have the meaning as set forth in Section 1.1 above.

2.8 **Leased Premises.**

The term “Leased Premises” shall have the meaning as set forth in Section 1.1 hereof.

2.9 **Metropolitan Park Agreement.**

That certain Agreement by and Between the City and WJCT regarding Metropolitan Park, Special Event Parking, and Related Matters dated December 17, 2002.

2.10 **Parking Lot Improvements.**

Those certain surface parking lot improvements to be constructed by the City at its sole cost and expense within the Leased Premises in accordance with this Agreement, inclusive of certain landscaping, sidewalk and lighting improvements, as further detailed in **Exhibit D** attached hereto and incorporated herein by this reference.

2.11 **Party or Parties.**

“Party” or “Parties” means WJCT and the City, as applicable.

2.12 **Performance Schedule.**

The Performance Schedule as defined in Article 4 hereof.

2.13 **Project.**

The Festival Park Avenue Improvements, Parking Lot Improvements, and the obligations of the City and WJCT under this Agreement, as more specifically described herein.

Other capitalized terms not defined in this Article shall have the meanings assigned to them elsewhere in this Agreement.

**Article 3.
APPROVAL OF AGREEMENT**

3.1 **Approval of Agreement.**

By the execution hereof, the parties certify as follows:

- (a) WJCT warrants, represents, and covenants with City that:

(i) the execution and delivery hereof has been approved by all parties whose approval is required under the terms of the governing documents creating WJCT as an entity;

(ii) this Agreement does not violate any of the terms or conditions of such governing documents and the Agreement is binding upon WJCT and enforceable against it in accordance with its terms;

(iii) the person or persons executing this Agreement on behalf of WJCT are duly authorized and fully empowered to execute the same for and on behalf of WJCT;

(iv) WJCT and each entity composing WJCT is, to the extent required by applicable law, duly authorized to transact business in the State of Florida; and

(v) WJCT, its business operations, and each person or entity composing WJCT are in material compliance with all federal, state and local laws, to the extent applicable to the Project and which could have a material adverse effect on the Project and WJCT's ability to complete the Project in accordance with this Agreement.

(b) The City warrants, represents, and covenants with WJCT that:

(i) the execution and delivery hereof is binding upon the City to the extent provided herein and enforceable against the City in accordance with the terms hereof;

(ii) the person or persons executing this Agreement on behalf of the City are duly authorized and fully empowered to execute the same for and on behalf of the City.

Article 4.

PERFORMANCE SCHEDULE

4.1 Project Performance Schedule.

The Parties have jointly established the following dates for their respective obligations under this Agreement (collectively, the "Performance Schedule"):

(a) City anticipates commencing the Festival Park Avenue Improvements on or about February 6, 2025, and will proceed in good faith through substantial completion of the same, which is currently anticipated to be on or about June 30, 2025. The City shall complete the Festival Park Avenue Improvements on or before December 31, 2025.

(b) The City anticipates commencing the Parking Lot Improvements on or about April 28, 2025, with completion thereof anticipated to be in November 2025. The City shall complete the Parking Lot Improvements on or before December 31, 2025.

(c) Upon completion of the Festival Park Avenue Improvements and the Parking Lot Improvements and WJCT's approval of the as-built survey pursuant to Section 5.1(f) below in its reasonable discretion, the Parties shall enter into the First Amendment to Lease Agreement

substantially in the form attached hereto as **Exhibit A** and First Amendment to Metropolitan Park Agreement authorized by the Ordinance.

The City and WJCT have approved this Performance Schedule. By the execution hereof, and subject to the terms of this Agreement, City hereby agrees to undertake and complete the construction and development of the Improvements in accordance with this Agreement and the Performance Schedule.

Article 5.

CONSTRUCTION OF IMPROVEMENTS BY CITY

5.1 Construction of Improvements by City.

(a) Improvements. The City shall at its expense obtain all necessary permits and construct the Improvements in accordance with the terms and conditions of this Agreement.

(b) Construction. The City shall construct the Improvements in accordance with the terms and conditions of this Agreement. The City and WJCT shall use good faith efforts to consult with one another in order to coordinate the construction of the Improvements while minimizing any impact on WJCT's use of the Leased Premises. City shall use commercially reasonable efforts to complete or cause to be completed the Festival Park Avenue Improvements and the Parking Lot Improvements in accordance with the Performance Schedule set forth herein. On or about the Effective Date hereof, the City shall provide the construction plans for the Parking Lot Improvements to WJCT.

(c) City Access to Leased Premises. WJCT hereby grants the City access to the Leased Premises for ingress and egress related to the Fire Station Project and for the construction and installation of the Improvements in accordance with this Agreement.

(d) Temporary Parking Spaces. The Parties acknowledge and agree that during the construction term of the Parking Lot Improvements certain parking spaces within the Existing Surface Parking Lot will be unavailable. City agrees that during the construction term of the Parking Lot Improvements, any parking spaces within the Existing Surface Parking Lot made unavailable due to the construction of the Parking Lot Improvements shall be replaced by an equal number of temporary parking spaces located within the Fire Station Parcel, in a location generally as described on **Exhibit C** attached hereto.

(e) Insurance. See **Exhibit E** attached hereto and incorporated herein by this reference for the insurance requirements of City or its contractors related to the Improvements.

(f) Construction Management. Except as otherwise expressly provided herein, City shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management, development, redevelopment, construction and operation of the Improvements, provided that the same shall, in any event, conform to and comply with the terms and conditions of this Agreement, and all applicable state and local laws, ordinances and regulations (including, without limitation, applicable zoning, subdivision, building and fire codes).

(f) As-Built Survey. City, at its sole cost and expense, shall deliver to WJCT an as-

built survey for the Leased Premises and Improvements within sixty (60) days after the completion of the Improvements, which will provide a new legal description for the Leased Premises and the Improvements as well as the location of the reserved Utility Easement in favor of the City within the Leased Premises. The survey will be subject to (i) WJCT review and approval in its reasonable discretion, (ii) certified to WJCT, and (iii) meet standard boundary survey requirements and technical standards.

Article 6. DEFAULTS AND REMEDIES

6.1 General.

An “Event of Default” under this Agreement with respect to any portion of the Project shall consist of the breach of any covenant, agreement, representation, provision, or warranty (that has not been cured prior to the expiration of any applicable grace period or notice and cure period contained in this Agreement or such other documents, as applicable) contained in: (i) this Agreement; or (ii) the documents executed in connection with this Agreement related to the development of the WJCT Parcel or use thereof, and the failure to cure any such breach within the cure periods set forth below.

If any such Event of Default occurs under this Agreement the City may at any time or from time to time proceed to protect and enforce all rights available to the City under this Agreement with respect to the Project by suit in equity, action at law or by any other appropriate proceeding whether for specific performance of any covenant or agreement contained in this Agreement, or damages, or other relief, or proceed to take any action authorized or permitted under applicable laws or regulations. With the exception of defaults in connection with the Performance Schedule, for which no notice or cure period is required, no occurrence shall constitute an Event of Default until the City has given WJCT written notice of the default and ninety (90) calendar days within which to cure the default. If any default cannot reasonably be cured within the initial ninety (90) calendar days, no Event of Default shall be deemed to occur so long as the defaulting party has commenced and is diligently implementing a cure within such ninety (90) day period and diligently pursues such cure to a conclusion, but in no event longer than one hundred eighty (180) days. Notwithstanding the foregoing, WJCT shall immediately and automatically be in default with respect to the Project, and the City shall not be required to give WJCT any notice or opportunity to cure such default (and thus the City shall immediately be entitled to act upon such default), upon the occurrence of any of the following:

Should WJCT make any assignment for the benefit of creditors; or should a receiver, liquidator, or trustee of WJCT of any of WJCT’s property be appointed; or should any petition for the adjudication of bankruptcy, reorganization, composition, arrangement or similar relief as to WJCT, pursuant to the Federal Bankruptcy Act or any other law relating to insolvency or relief for debtors, be filed by WJCT; or should WJCT be adjudicated as bankrupt or insolvent; or should WJCT be liquidated or dissolved; or should an involuntary petition seeking to adjudicate WJCT as a bankrupt or to reorganize WJCT be filed against WJCT and remain undismissed for a period of ninety (90) days after the filing date thereof.

The City is entitled to prejudgment interest from the date of default.

6.2 Breach by City.

No occurrence shall constitute an Event of Default by the City until WJCT has given the City written notice of the default and ninety (90) calendar days within which to cure the default. If any default cannot reasonably be cured within the initial ninety (90) calendar days, no Event of Default shall be deemed to occur so long as the defaulting party has commenced and is diligently implementing a cure within such ninety (90) day period and diligently pursues such cure to a conclusion, but in no event longer than one hundred eighty (180) days. If the City commits an Event of Default under this Agreement, WJCT shall have, in addition to the remedies expressly provided herein, all remedies allowed by law or equity; provided, however, that in no event shall the City be liable to WJCT for any punitive, speculative, or consequential damages of any kind.

Article 7. GENERAL PROVISIONS

7.1 Non-liability of City Officials.

No member, official, officer, employee or agent of the City shall be personally liable to WJCT or to any person or entity with whom WJCT shall have entered into any contract, or to any other person or entity, in the event of any default or breach by the City, or for any amount which may become due to WJCT or any other person or entity under the terms of this Agreement.

7.2 Force Majeure.

No party to this Agreement shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities service, lack of transportation, severe weather and other acts or failures beyond the control or without the control of any party that can be shown to directly affect such performance (collectively, a “Force Majeure Event”); provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay and shall be proximately caused by such Force Majeure Event, and in no event shall any of the foregoing excuse any financial liability of a party.

In the event of any delay or nonperformance resulting from such causes, the party affected shall notify the other in writing within seven (7) calendar days of the Force Majeure Event. Such written notice shall describe the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected, and shall describe the actions taken to minimize the impact thereof.

7.3 Notices.

All notices to be given hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by an air courier service utilizing return receipts to the parties at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent), and such notices shall be deemed given and

received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, or the date actually received if sent by personal delivery or air courier service, except that notice of a change in address shall be effective only upon receipt.

To City: City of Jacksonville
c/o Downtown Investment Authority
117 West Duval Street, Suite 310
Jacksonville, FL 32202
Attention: Chief Executive Officer

Copy to: Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, FL 32202
Attention: Deputy Government Operations

WJCT: WJCT, Inc.
100 Festival Park Avenue
Jacksonville, FL 32202
Attention: President & CEO
dmcgowan@wjct.org

7.4 **Time.**

Time is of the essence in the performance by any party of its obligations hereunder.

7.5 **Entire Agreement.**

This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.

7.6 **Amendment.**

This Agreement may be amended by the parties hereto only upon the execution of a written amendment or modification signed by the parties. Notwithstanding the foregoing, the Mayor, or her designee, is authorized on behalf of the City to approve, in her sole discretion, any “technical” changes to this Agreement. Such “technical” changes include, without limitation, non-material modifications to legal descriptions and surveys, ingress and egress, easements and rights of way, Performance Schedule (for up to twelve months) and design standards, as long as such modifications do not involve any increased financial obligation or liability to the City.

7.7 **Waivers.**

Except as otherwise provided herein, all waivers, amendments or modifications of this Agreement must be in writing and signed by all parties. Any failures or delays by any party in insisting upon strict performance of the provisions hereof or asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by any other party.

7.8 Indemnification.

(a) WJCT shall indemnify, hold harmless and defend the City and its members, officials, officers, employees and agents from and against, without limitation, any loss, claim, suit, action, damage, injury, liability, fine, penalty, cost, and expense of whatsoever kind or nature (including without limitation court, investigation and defense costs and reasonable expert and attorneys' fees and costs) related to any suits and actions of any kind brought against the City, and its members, officials, officers, employees and agents or other damages or losses incurred or sustained, or claimed to have been incurred or sustained, by any person or persons arising out of or in connection with: (i) any breach of any representation or warranty of WJCT, contained or provided in connection with this Agreement; (ii) any breach or violation of any covenant or other obligation or duty of WJCT under this Agreement or under applicable law; (iii) any negligent act, error or omission, or intentionally wrongful conduct on the part of WJCT or those under its control that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to WJCT's performance under this Agreement or relating to the Project, except to the extent caused by the negligence of the City. Nothing contained in this paragraph shall be construed as a waiver, expansion or alteration of the City's sovereign immunity beyond the limitations stated in Section 768.28, Florida Statutes. Nothing contained in this paragraph shall be construed as a waiver, expansion or alteration of WJCT's sovereign immunity.

This indemnification shall survive the expiration or termination (for any reason) of this Agreement and remain in full force and effect. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to this Agreement or otherwise. The terms "City" as used in this Section 9.8 shall include all officers, officials, board members, City Council members, employees, representatives, agents, successors and assigns of the City, as applicable.

(b) City agrees that, subject to the provisions and limitations of Section 768.28, Florida Statutes (which provisions are not expanded, altered or waived), it shall indemnify and hold harmless WJCT, its members, officials, officers, employees and agents from suits, actions, proceedings, claims, judgments, costs, damages and expenses, at law or in equity, caused by its negligent acts or omissions in the performance of this Agreement. Nothing contained in this paragraph shall be construed as a waiver, expansion, or alteration of City's sovereign immunity beyond the limitations and provisions set forth in Section 768.28, Florida Statutes. This indemnification shall apply to the negligent acts or omissions of the City related to construction of the Improvements that occurred or after February 5, 2025.

7.9 **Severability.**

The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect any other provisions of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7.10 **Compliance with State and Other Laws.**

In the performance of this Agreement, WJCT must comply with any and all applicable federal, state and local laws, rules and regulations, as the same exist and may be amended from time to time. Such laws, rules and regulations include, but are not limited to, Chapter 119, Florida Statutes, (the Public Records Act) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

7.11 **Non-Discrimination Provisions.**

In conformity with the requirements of Section 126.404, *Ordinance Code*, WJCT represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Agreement. WJCT agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement; *provided however*, that WJCT shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written. WJCT agrees that, if any of its obligations to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Section 15.11 shall be incorporated into and become a part of the subcontract.

7.12 **Contingent Fees Prohibited.**

In conformity with Section 126.306, *Ordinance Code*, WJCT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for WJCT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for WJCT, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

7.13 **Ethics.**

WJCT represents that it has reviewed the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Ordinance Code*.

7.14 **Conflict of Interest.**

The parties will follow the provisions of Section 126.110, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same.

7.15 **Public Entity Crimes Notice.**

The parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business in excess of \$35,000.00 with any public entity for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

7.16 **Survival.**

Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and remain in effect. Without limiting the foregoing, all obligations for the payment of fees or other sums accruing up to the expiration or termination of this Agreement and all provisions relating to the City's right to conduct an audit shall survive the expiration or termination of this Agreement.

7.17 **Incorporation by Reference.**

All exhibits and other attachments to this Agreement that are referenced in this Agreement are by this reference made a part hereof and are incorporated herein by this reference.

7.18 **Order of Precedence.**

In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority, in decreasing order of precedence shall be: 1) any fully executed amendment; 2) provisions in this Agreement; and 3) exhibits to this Agreement.

7.19 **Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Delivery of a counterpart by electronic means shall be valid for all purposes.

7.20 **Independent Contractor.**

In the performance of this Agreement, WJCT will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or association of the City. WJCT and its respective employees or agents shall be solely responsible for the means,

method, technique, sequences and procedures utilized by WJCT in the performance of this Agreement.

7.21 Non-merger.

None of the terms, covenants, agreements or conditions set forth in this Agreement shall be deemed to be merged with any lease or other agreement with respect to the WJCT Parcel.

7.22 Exemption of City.

Neither this Agreement nor the obligations imposed upon the City hereunder shall be or constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provisions requiring the City to levy ad valorem taxes, or a lien upon any properties of the City. Payment or disbursement by the City of grant amount hereunder is subject to the availability of lawfully appropriated funds. If funds are not available pursuant to a lawful appropriation thereof by the City Council, this Agreement shall be void and the parties shall have no further obligations hereunder.

7.23 Parties to Agreement; Successors and Assigns.

This is an agreement solely between the City and WJCT. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any person not a party hereto. Subject to the limitations contained in Section 11.2, this Agreement shall be binding upon and benefit WJCT, and WJCT's successors and assigns, and shall be binding upon and benefit of the City, and its successors and assigns. However, WJCT except as contemplated in Section 11.2, shall not assign, transfer or encumber its rights or obligations hereunder or under any document executed in connection herewith without the prior written consent of the City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, WJCT may assign, transfer or encumber its rights or obligations hereunder or under any document executed in connection herewith to an entity in which the principals of WJCT have a controlling interest without the prior written consent of City; provided, however, that no such assignment, transfer or conveyance shall release WJCT from any liability or obligation hereunder.

7.24 Venue; Applicable Law.

The rights, obligations and remedies of the parties specified under this Agreement shall be interpreted and governed in all respects by the laws of the State of Florida. All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Duval County, Florida, or in the U.S. District Court for the Middle District of Florida, Jacksonville Division. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement.

7.25 Civil Rights.

WJCT agrees to comply with all of the terms and requirements of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, and the antidiscrimination provisions of Chapter 126, Part 4, of the City Ordinance Code, and further agrees that in its operation under this Agreement it will not discriminate against anyone on the basis of race, color, age, disability, sex or national origin.

7.26 **Further Assurances.**

Each party to this Agreement will, on request of any other party,

(a) promptly correct any defect, error or omission herein;

(b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts reasonably deemed necessary, desirable or proper by such requesting party to carry out the purposes of this Agreement and to identify and subject to the liens of this Agreement any property intended to be covered thereby, including any renewals, additions, substitutions replacements, or appurtenances to the subject property;

(c) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts reasonably deemed necessary, desirable or proper by the requesting party to carry out the purposes of this Agreement.

7.27 **Exhibits.**

In the event of a conflict between any provisions of this Agreement and any exhibit attached to or referenced in this Agreement, the provisions of this Agreement shall govern.

7.28 **Construction.**

All parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. WJCT further acknowledges that it has had ample time to review this Agreement and related documents with counsel of its choice. Any doubtful or ambiguous provisions contained herein shall not be construed against the party who drafted the Agreement. Captions and headings in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

7.29 **Further Authorizations.**

The parties acknowledge and agree that the Mayor of the City, or her designee, and the City's Corporation Secretary, are hereby authorized to execute any and all other contracts and documents and otherwise take all necessary action in connection with this Agreement.

7.30 **Attorney's Fees.**

Except as otherwise specifically set forth herein, each party shall be responsible for its own attorneys' fees and costs in connection with any legal fees in connection with the enforcement of this Agreement or any legal action related to this Agreement.

Signature pages to follow

IN WITNESS WHEREOF, this Agreement is executed the day and year above written.

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Donna Deegan, Mayor

WJCT

WJCT, INC., a Florida not-for-profit corporation

By: _____
David McGowan, CEO & President

Form Approved:

Office of General Counsel

Encumbrance and funding information for internal City use:

Account or POA Number: _____

1Cloud Account for Certification of Funds	Amount

In accordance with the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; however, this certification is not, nor shall it be interpreted as an encumbrance of funding under the contract. Actual encumbrances shall be made by subsequent purchase orders as specified in the contract.

The stated amount is the maximum fixed monetary amount of the contract. It shall not be encumbered by the contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

Director of Finance

City Contract Number: _____

LIST OF EXHIBITS

Exhibit A	First Amendment to Lease Agreement
Exhibit B	Festival Park Avenue Improvements
Exhibit C	Fire Station Parcel Parking Area
Exhibit D	Parking Lot Improvements
Exhibit E	Insurance

EXHIBIT A

First Amendment to Lease Agreement

**FIRST AMENDMENT TO
AMENDED AND RESTATED LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF JACKSONVILLE AND WJCT, INC.
REGARDING METROPOLITAN PARK AND THE WJCT
ADMINISTRATION BUILDING**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT REGARDING METROPOLITAN PARK AND WJCT ADMINISTRATIVE BUILDING (this “Amendment”) is made as of the ____ day of _____, 2025 (“Effective Date”), by and between and the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida (“Lessor”) and **WJCT, INC.**, a Florida not-for-profit corporation (“Lessee”).

RECITALS

WHEREAS, Lessor and Lessee executed the Amended and Restated Lease Agreement by and between the City of Jacksonville and WJCT, Inc. regarding Metropolitan Park and WJCT Administration Building dated December 17, 2002 (the “Lease Agreement”); and

WHEREAS, Lessor and Lessee executed that certain Redevelopment Agreement dated _____, 2025 (the “RDA”), pursuant to which Lessor constructed certain parking lot improvements and utility improvements (as further detailed in the RDA, the “Improvements”) within the Leased Premises, and Lessor and Lessee desire to amend the Lease Agreement to: (i) modify the Leased Premises in light of the Improvements constructed by Lessor, (ii) reserve an additional easement over the Leased Premises for Lessor to maintain, repair and replace the Utility Improvements (as defined in the RDA) constructed by Lessor, and (iii) update certain others terms and conditions of the Lease Agreement as provided herein.

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be mutually bound do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference.
2. **Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meaning as set forth in the Lease Agreement.
3. **Amendment to Section XII (Notices) of the Lease Agreement.** Section XII (Notices) of the Lease Agreement is deleted in its entirety and replaced with the following amended section:

XII. NOTICES.

All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below, or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service; or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent.

Lessor: City of Jacksonville
c/o Downtown Investment Authority
117 West Duval Street, Suite 310
Jacksonville, FL 32202
Attention: CEO

Copy to: Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, FL 32202
Attention: Deputy Government Operations

Lessee: WJCT, Inc.
100 Festival Park Avenue
Jacksonville, FL 32202
Attention: President & CEO

Any addressee may change its address by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions.

4. **Amendment to Section XV (Hold Harmless) of the Lease Agreement.** Section XV (Hold Harmless) of the Lease Agreement is deleted in its entirety and replaced with the following amended section:

XV. HOLD HARMLESS.

A. Lessee covenants that it will indemnify and save and hold harmless the Lessor, its officers, agents, and employees for and from any and all liability or claims for loss of or damage to any property owned by or in the custody of Lessee, its officers, agents, employees, subtenants, licensees or invitees, or for the death or injury to any of the same which may arise out of or be attributable to the construction, condition, state of repair or Lessee's use and occupancy of the premises, or the furnishing of any utilities or services, or any interruption therein or failure thereof.

B. Lessor, subject to the limitations and provisions of Section 768.28, *Florida*

Statutes (which provisions are not expanded, altered or waived), covenants that it will indemnify and save and hold harmless Lessee, its officers, agents, and employees for and from any and all liability or claims for loss of life, bodily or personal injury or property damage or any other damage arising from or out of any occurrences in, upon, at or from the Leased Premises resulting from any negligent act or negligent omission of Lessor, its officers, agents, or employees.

5. **Amendment to Section XXVII (Concomitant Agreement for Operations) of the Lease Agreement.** Section XXVII (Concomitant Agreement for Operations) of the Lease Agreement is deleted in its entirety and replaced with the following amended section:

XXVII. CONCOMITANT AGREEMENT FOR OPERATIONS.

The parties executed the Agreement regarding Metropolitan Park, Special Events, and Related Matters dated December 17, 2002, as amended by the First Amendment to Agreement regarding Metropolitan Park, Special Events, and Related Matters (collectively, the “Met Park Agreement”). The parties acknowledge and agree that the Met Park Agreement is an integral part of this amended and restated lease.

6. **Addition of New Section XXVIII (Quiet Enjoyment) of the Lease Agreement.** A new Section XXVIII (Quiet Enjoyment) is inserted immediately after Section XXVII (Concomitant Agreement for Operations) of the Lease Agreement and shall read as follows:

XXVIII. QUIET ENJOYMENT.

Subject to Lessee observing and performing all of the terms, covenants, and conditions of the Lease, Lessee may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of the Lease without hinderance from the Lessor or any person lawfully claiming through Lessor.

7. **Exhibit A to Lease Agreement Replaced.** Exhibit A to the Lease Agreement (Leased Premises) is hereby deleted in its entirety and replaced with the revised Exhibit A (Leased Premises) attached hereto.

8. **Incorporation of Exhibits to Lease Agreement.** All exhibits referenced in the Lease Agreement as amended hereby are hereby incorporated into the Lease Agreement by this reference.

9. **Authority.** Each party represents and warrants to the other party that such party has full right and authority to execute and perform its obligations under the Lease Agreement as amended by this Amendment, and each party and the person signing this Amendment on behalf of each party represent and warrant to the other party that such person is duly authorized to execute this Amendment on behalf of such party without further consent or approval by anyone. Each

party shall promptly deliver to the other party upon request all documents reasonably requested by the other party to evidence such authority.

10. **Effectiveness; Ratification.** This Amendment shall become effective as of the Effective Date. Except as expressly amended by this Amendment, the provisions, terms and conditions in the Lease Agreement shall remain unchanged and shall continue in full force and effect. Lessor and Lessee hereby ratify and affirm the Lease Agreement as modified by this Amendment.

11. **Execution.** This Amendment may be executed electronically and in several counterparts, each of which when so executed and delivered shall be original, but such counterparts shall together constitute one and the same Amendment.

[Signatures on following page.]

IN WITNESS WHEREOF, the Lessor and Lessee have signed and sealed these presents to be effective the day and year first written above.

LESSOR:

WITNESSES:

CITY OF JACKSONVILLE,
a consolidated municipal corporation and
political subdivision existing under the laws
of the State of Florida

Print name:_____

Donna Deegan, Mayor

ATTEST:

Print name:_____

James R. McCain, Jr.
Corporation Secretary

FORM APPROVED:

Office of General Counsel

LESSEE:

WITNESSES

WJCT, INC., a Florida not-for-profit
corporation

Print name:_____

David McGowan, President & CEO

Print name:_____

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Revised
Exhibit A

(Lease Premises (to include City reserved access easements))

[To be inserted after confirmation by survey]

EXHIBIT B

Festival Park Avenue Improvements

City shall be responsible for reconstruction of Festival Park Avenue, to include a new westerly connection to East Bay Street at the existing signalized westerly entrance to WJCT. Festival Park Avenue shall include sidewalks, street lighting and landscaping to City Standards.

Festival Park Avenue will be a two-lane, two-directional public roadway consisting of between twenty-four feet (24') and thirty feet (30') of travel lane and six feet (6') of sidewalk, generally including:

- Sidewalks
- Landscaping with irrigation

Landscaping Pallet includes:

Trees

- East Palatka Holly
- Crepe Myrtle
- Southern Live Oaks

Shrubs

- Dwarf Holly
 - Yellow Anise
 - Coontie Palm
 - Shore Juniper
-
- Signage accommodation
 - Hardscaping
 - Lighting
 - Paving
 - Pedestrian crosswalk
 - Connection to WJCT parking area, new fire station, adjoining property

Fire Station Parcel Parking Area

EXHIBIT D

Parking Lot Improvements

1. City will construct a minimum of 223 parking spaces at City's sole expense within the modified Leased Premises (the "Parking Spaces") on or before December 31, 2025. City will provide WJCT with temporary replacement parking on the Fire Station Parcel shown on **Exhibit C** attached hereto to replace any parking spaces made unavailable on a rolling basis as a result of the construction of the Parking Lot Improvements. Parking Lot Improvements include primarily 9'x18' parking spaces and 12' drive aisles as well as ADA parking and bicycle parking. The Parking Lot Improvements shall include the restoration, renovation, or replacement of those certain two (2) electrical vehicle charging stations located within the Leased Premises to the extent that the charging stations become inoperable or are relocated during the construction of the Parking Lot Improvements.

2. Parking Lot Improvements includes milling, resurfacing, restriping, electrical, and utilities and stormwater infrastructure, landscaping, irrigation, curb, lighting, etc.

3. To the extent that the existing two (2) electrical vehicle charging stations ("Charging Stations") located on the Leased Premises become inoperable during the Fire Station Project construction, City will restore the Charging Stations to an operable condition in the earliest and most expeditious manner feasible under the Fire Station Project construction schedule;

City will make landscaping and sidewalk improvements substantially in accordance with City Development Number 6256.442 (collectively, the "RDA Improvements"). Landscaping includes:

Trees

- River Birch
- East Palatka Holly
- Crepe Myrtle
- Southern Live Oaks

Shrubs

- Dwarf Holly
- Yellow Anise
- Coontie Palm
- Shore Juniper

EXHIBIT E

Insurance Requirements

The City shall, or shall require its contractor/s to, at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and City shall require its General Contractor, Designers, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation Employer's Liability	Florida Statutory Coverage \$1,000,000 Each Accident \$1,000,000 Disease Policy Limit \$1,000,000 Each Employee/Disease

This insurance shall cover the City (and, to the extent they are not otherwise insured, their General Contractor, Contractors and subcontractors) 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), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). 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, and any other applicable federal or state law.

Commercial General Liability	\$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

City shall continue to maintain products/completed operations coverage for a period of ten (10) years after the final completion of the project. The amount of products/completed operations coverage maintained during the ten year period shall be not less than the combined limits of Products/ Completed Operations coverage required to be maintained by City in the combination of the Commercial General Liability coverage and Umbrella Liability Coverage during the performance of the Work.

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of

Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management.

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

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Design Professional Liability \$2,000,000 per Claim
\$2,000,000 Aggregate

Any entity hired to perform professional services as a part of this Agreement 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 Agreement and with a ten (10) year reporting option beyond the annual expiration date of the policy.

Builders Risk %100 Completed Value of the Project

Such insurance shall be on a form acceptable to the City's Office of Insurance and Risk Management. 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 Museum Improvements. Named insured's shall be: City, General Contractor, the City, and respective members, officials, officers, employees and agents, the Engineer, and the Program Management Firms(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.

Pollution Liability \$1,000,000 per Loss
\$2,000,000 Annual Aggregate

Any entity hired to perform services as part of this Agreement for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Pollution Legal Liability \$1,000,000 per Loss
\$2,000,000 Aggregate

Any entity hired to perform services as a part of this Agreement that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this Agreement.

Umbrella Liability

\$2,000,000 Each Occurrence/ Aggregate.

The Umbrella Liability policy shall be in excess of the above limits without any gap. The Umbrella coverage will follow-form the underlying coverages and provides on an Occurrence basis all coverages listed above.

Additional Insurance Provisions

- A. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville, and their respective members, officials, officers, directors, employees, representatives and agents and WJCT, Inc., a Florida not-for-profit corporation, its directors, employees, representatives and agents ("WJCT"), as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.
- 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 City of Jacksonville and WJCT, and their respective members, officials, officers, directors, employees, representatives and agents.
- C. City's Insurance Primary. The insurance provided by City shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City, or any of their respective members, officials, officers, directors, employees, representatives and agents.
- 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 Agreement shall remain the sole and exclusive responsibility of the named insured. Under no circumstances will the City of Jacksonville, and their respective members, officials, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.
- F. Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of City, Contractors, Subcontractors, employees or agents to the City or others. Any remedy provided to City, or City of Jacksonville, and their respective members, officials, officers, directors, employees and agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

- G. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by City and/or General Contractor shall relieve City and/or General Contractor of full responsibility to provide insurance as required under this Agreement.
- H. Certificates of Insurance. City shall provide the City Certificates of Insurance that shows the corresponding City Agreement Number in the Description, if known, 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. Notice. City shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, City shall provide a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of City shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.
- L. Special Provisions: Prior to executing this Agreement, City shall present this Agreement and this Exhibit E to its Insurance Agent affirming: 1) that the Agent has personally reviewed the insurance requirements of the Project Documents, and (2) that the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of City.

**FIRST AMENDMENT TO
AGREEMENT REGARDING METROPOLITAN PARK,
SPECIAL EVENTS, AND RELATED MATTERS**

THIS FIRST AMENDMENT TO AGREEMENT REGARDING METROPOLITAN PARK, SPECIAL EVENTS, AND RELATED MATTERS (this “Amendment”) is made as of the ____ day of _____, 2025 (“Effective Date”), by and between and the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida (“City”) and **WJCT, INC.**, a Florida not-for-profit corporation (“WJCT”) (collectively, the “Parties”).

RECITALS

WHEREAS, on December 17, 2002, City and WJCT executed the Amended and Restated Lease Agreement regarding Metropolitan Park and WJCT Administration Building (the “Lease Agreement”) and the Agreement regarding Metropolitan Park, Special Events, and Related Matters (the “Metropolitan Park Agreement”) (collectively, the “WJCT Agreements”); and

WHEREAS, City and WJCT contemporaneously herewith have executed that certain Redevelopment Agreement (“RDA”) regarding the City’s construction of certain parking lot improvements and utility improvements within the Leased Premises, and the Parties desire to amend the Metropolitan Park Agreement in accordance with the RDA and pursuant to the terms as provided herein.

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be mutually bound do hereby agree as follows:

1. **Recitals and Capitalized Terms.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference. Capitalized terms used herein and not otherwise defined shall have the meaning as set forth in the Metropolitan Park Agreement.

2. **Amendment to Section 10 (Term).** Section 10 (Term) of the Agreement is amended to extend the Agreement term and as amended shall read as follows:

10. **Term.** The initial term of this Agreement shall be for twenty-five (25) years, commencing on December 17, 2002, and ending on December 16, 2027 (“Initial Term”). Upon expiration of the Initial Term, the term of this Agreement shall automatically be extended for an additional ten (10) years with no further necessary action by the parties, commencing on December 17, 2027, and ending on December 16, 2037 (the “Extended Term”).

3. **Amendment to Section 12 (Funding).** Section 12 (Funding) of the Agreement is amended to extend the annual contribution from City to WJCT by an additional ten (10) years and as amended shall read as follows:

12. **Funding.** Subject to annual appropriation and concurrent with the Initial Term of this Agreement, the City agrees to pay an annual contribution to WJCT in the amount of thirty thousand dollars (\$30,000.00) per year, for among other things, compensation for the 2002 reduction in acreage within the WJCT lease and the surrender of the Pavilion with such first contribution to WJCT being due and owing on October 15, 2002, and on October 15th of each year thereafter during the Initial Term. Additionally, subject to annual appropriation and concurrent with the Extended Term of this Agreement, the City agrees to pay an annual contribution to WJCT in the amount of thirty thousand dollars (\$30,000.00) per year, with such first contribution to WJCT being due and owing on October 15, 2028, and on October 15th of each subsequent year thereafter during the Extended Term with the last contribution being due and owing on October 15, 2037.

4. **Addition of new Section 14 (Video Production Services).** A new Section 14 (Video Production Services) is hereby added to the Agreement and inserted immediately following Section 13 (Entire Agreement) of the Agreement and shall read as follows:

13. **Video Production Services.** WJCT will provide City with audio and video production and editing services on an annual basis for the creation of a two-to-three-minute professional quality video highlighting downtown development progress, parks, etc., with the specific material to be included and identified annually by the Downtown Investment Authority or City. Such services shall include: an initial consult and development among WJCT, the City to identify themes and messages; production of deliverables, including script and filming the segments, ensuring high-quality audio and video production values, confirming compliance with any necessary permits; all editing and post-production services; provision of video in various formats if needed, along with teasers and closed captions if needed; and quarterly consultation and review by WJCT at City's request. WJCT shall not be responsible for any additional third-party fees or costs associated with providing the services, including, but not limited to, any license or permit fees, location fees, graphics fees, or closed captioning fees. WJCT will provide the services required using WJCT video production staff time free of charge and any other third-party fees associated with providing the services will be billed to and paid by City, subject to a lawful appropriation of funds therefor.

5. **Addition of new Section 15 (Miscellaneous).** A new Section 15 (Miscellaneous) is hereby added to the Agreement and inserted immediately after Section 14 (Production Services) of the Agreement and shall read as follows:

14. **Miscellaneous.**

A. **Notices.** All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below, or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by

any of the following means: (a) personal service; or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent.

City: City of Jacksonville
c/o Downtown Investment Authority
117 West Duval Street, Suite 310
Jacksonville, FL 32202
Attention: CEO

Copy to: Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, FL 32202
Attention: Deputy Government Operations

WJCT: WJCT, Inc.
100 Festival Park Avenue
Jacksonville, FL 32202
Attention: President & CEO

Any addressee may change its address by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions.

B. Default and Remedies. The failure to observe or perform any of the covenants, conditions or obligations of this Agreement within thirty (30) days after the issuance of written notice specifying the nature of the default claimed shall constitute a material default and breach of this Agreement by the non-performing party ("Defaulting Party"); provided, however, that if such condition is of a nature that it cannot be corrected within thirty (30) days, then such party shall not be in default so long as it commences such cure promptly after receiving such notification, and diligently pursues such cure and such cure is in any event completed within ninety (90) days. Each party shall have the right to prosecute any proceedings at law or in equity against any Defaulting Party hereto, or any other person, violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, and to recover damages for any such violation or default. All of the remedies permitted or available to a party under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute waiver or election of remedies with respect to any other permitted or available right or remedy.

C. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such terms and provisions to other persons or circumstances shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

D. Headings. The headings appearing in this Agreement are intended for convenience and reference only and are not to be considered in construing this Agreement.

E. Disclaimer of Joint Venture, Partnership and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the City and WJCT or to impose any partnership obligation or liability upon such parties.

F. Governing Law and Venue. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Florida. The venue of any legal action brought or filed relating to any matter arising under this Agreement will be exclusively in the federal and state courts sitting in Duval County, Florida, having jurisdiction over such legal action. Each party shall bear its own attorneys' fees and costs in connection with the enforcement of this Agreement.

G. Amendment to Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties hereto and executed with the same formalities.

H. Incorporation and Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the parties relating to the subject matter hereof.

I. Nonwaiver and Remedies. Failure by either party at any time to require strict performance by the other party of any provisions hereof does not release that party from its obligations under the Agreement and does not affect the right of the party, thereafter, to enforce the same. Each remedy under this Agreement shall be cumulative and in addition to any other remedy at law or in equity.

J. Counterparts. This Agreement, and all amendments thereto, may be executed electronically and in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

6. Authority. Each party represents and warrants to the other party that such party has full right and authority to execute and perform its obligations under the Agreement as amended by this Amendment, and each party and the person signing this Amendment on behalf of each party represent and warrant to the other party that such person is duly authorized to execute this Amendment on behalf of such party without further consent or approval by anyone. Each party shall promptly deliver to the other party upon request all documents reasonably requested by the other party to evidence such authority.

7. Effectiveness; Ratification. This Amendment shall become effective as of the Effective Date. Except as expressly amended by this Amendment, the provisions, terms and conditions in the Agreement shall remain unchanged and shall continue in full force and effect. City and WJCT hereby ratify and affirm the Agreement as modified by this Amendment.

IN WITNESS WHEREOF, City and WJCT have signed and sealed these presents to be effective the day and year first written above.

CITY:

CITY OF JACKSONVILLE,
a consolidated municipal corporation and
political subdivision existing under the laws
of the State of Florida

Donna Deegan, Mayor

ATTEST:

James R. McCain, Jr.
Corporation Secretary

FORM APPROVED:

Office of General Counsel

WJCT:

WJCT, INC., a Florida not-for-profit
corporation

David McGowan, President & CEO

GC-#1679666-v4-First_Amendment_to_Agreement_regarding_Met_Park_Special_Event_Parking.docx

Encumbrance and funding information for internal City use:

Account or POA Number: _____

1Cloud Account for Certification of Funds	Amount

In accordance with the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; however, this certification is not, nor shall it be interpreted as an encumbrance of funding under the contract. Actual encumbrances shall be made by subsequent purchase orders as specified in the contract.

The stated amount is the maximum fixed monetary amount of the contract. It shall not be encumbered by the contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

Director of Finance
City Contract Number: _____