

**Enhanced Municipal Services Agreement**

**between and among**

**The City of Jacksonville,**

**and**

**Downtown Vision, Inc.,**

**a Florida non-profit corporation**

## Enhanced Municipal Services Agreement

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## ENHANCED MUNICIPAL SERVICES AGREEMENT

This **ENHANCED MUNICIPAL SERVICES AGREEMENT** (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”), between and the **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida (the “City”) and **DOWNTOWN VISION, INC.**, a Florida corporation (“DVI”).

### **Article 1.** **PRELIMINARY STATEMENTS**

#### **1.1 Project History and Background.**

(a) City, Jacksonville Downtown Investment Authority (“DIA”) and DVI entered into that certain Enhanced Municipal Services Agreement, effective as of October 1, 2019 (the “2019 Agreement”) to provide certain enhanced services within the Downtown Improvement Area. The services to be provided by DVI under this Agreement are collectively referred to herein as the “Project Services.” The Project Services are approved by the DVI Board of Directors, are provided in furtherance of DVI’s mission and vision as described in the DVI Work Program attached hereto as **Exhibit B**, and align with the City’s vision, mission, and priorities as identified in the Community Redevelopment Plans and Business Investment and Development Strategy regarding Downtown.

(b) The 2019 Agreement, contemplating, is scheduled to expire on September 30, 2026, unless sooner renewed. The Parties wish to renew and amend their relationship by entering into this Agreement, and terminating the 2019 Agreement as of the Effective Date hereof.

#### **1.2 Authority.**

The DIA has supported execution of this Agreement by its Resolution 2021-03-03, and the City Council has authorized execution of this Agreement pursuant to City Ordinance 2021-\_\_\_-E (the “Ordinance”). This Agreement is executed under the authority and processes provided by Chapter 170, Florida Statutes; Chapter 197.3632, Florida Statutes; home rule powers conferred upon chartered counties and municipalities by Article VIII of the Florida Constitution and Chapters 125 and 166, Florida Statutes; Chapter 715, City of Jacksonville Ordinance Code; and any other authority or process as may be available to the Parties and supports the validity of the Project and this Agreement.

#### **1.3 City Determination.**

The City has determined that the Project is consistent with the goals of the City in that the Project will, among other things:

(a) supplement City services by providing additional Project Services, which are approved by the DVI Board of Directors and align with DVI’s mission and vision as described in the Work Program; and

(b) support the Downtown Ambassador program and other programs to facilitate the needs of downtown property owners; and

(c) further the City's vision, mission, and priorities as identified in the Community Redevelopment Plans and Business Investment and Development Strategy regarding Downtown; and

(d) help meet the overall community goal of business development and growth in Downtown Jacksonville.

#### **1.4 Coordination by City.**

The City hereby designates the Chief Executive Officer of the DIA, or his or her designee, to be the Project Coordinator who will, on behalf of the City, coordinate with DVI 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 DVI to coordinate all project related activities with the designated Project Coordinator unless otherwise stated herein.

#### **1.5 Maximum Indebtedness.**

The maximum indebtedness of the City for all fees, reimbursable items or other cost pursuant to this Agreement, shall not exceed the sum of the total revenues received by the City from the levy of the Private Assessment and the City Contribution, plus any interest earnings received by the City from such revenues, as may be approved by City Council on a Fiscal Year basis.

#### **1.6 Availability of Funds.**

The City's obligations under this Agreement are contingent upon availability of lawfully appropriated funds for the Project and this Agreement.

### **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 as its legislative body.

#### **2.2 DIA.**

The Downtown Investment Authority of the City of Jacksonville.

#### **2.3 DVI.**

Downtown Vision, Inc., a Florida non-profit corporation.

2.4 **Fiscal Year.**

A period of twelve (12) months ending on September 30 of each year.

2.5 **State.**

The State of Florida.

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

**Article 3.  
TERM; APPROVALS**

3.1 **Term.**

The term of this Agreement shall commence on the Effective Date and shall end on September 30, 2031, unless this Agreement is otherwise earlier terminated as provided herein, or extended by written agreement of the Parties. During the final year of the term, extending from October 1, 2030 until September 30, 2031, DVI shall undertake steps necessary to ensure an extension of the Project by amendment or replacement of this Agreement and all additional necessary legislative and other approvals.

3.2 **Termination for Cause.**

Either party may terminate this Agreement for cause upon giving the other party thirty (30) days' written notice of termination. As used herein, "cause" shall mean (i) the breach of any material term or condition hereof (ii) the commission of an unlawful act or failure to act relating to the subject matter hereof, or (iii) the use of funds for a purpose not authorized in the Work Program and Approved Budget (both as defined below). Notwithstanding the foregoing, either party may terminate this Agreement for breach of a material term or condition only if such breach remains uncured for a period of thirty (30) days after written notice has been hand delivered to such party, unless such party, within said thirty (30) day period, has commenced and in good faith continued to cure said breach. Upon such termination, all cash or other assets of DVI shall be turned over to the City for City's use within the Service Area.

3.3 **Elective Termination.**

Either party may terminate this Agreement upon at least one year's (365 days) written notice.

3.4 **Approval of Agreement.**

By their execution hereof, the parties certify as follows:

- (a) DVI certifies 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 the particular DVI entity;
  - (ii) this Agreement does not violate any of the terms or conditions of such governing documents and the Agreement is binding upon DVI and enforceable against it in accordance with its terms;
  - (iii) the person or persons executing this Agreement on behalf of DVI are duly authorized and fully empowered to execute the same for and on behalf of DVI;
  - (iv) DVI and each entity composing DVI is duly authorized to transact business in the State of Florida and has received all necessary permits and authorizations required by appropriate governmental agencies as a condition to doing business in the State of Florida; and
  - (v) DVI, its business operations, and each person or entity composing DVI are in compliance with all Federal, State and local laws.
- (b) The City certifies that the execution and delivery hereof is binding upon the City to the extent provided herein and enforceable against it in accordance with its terms.

**Article 4.**  
**SCOPE OF SERVICES TO BE PERFORMED BY DVI**

**4.1 Work Program.**

During the term of this Agreement, DVI shall provide in the Downtown Improvement Area described in **Exhibit A** attached hereto (“Service Area”) the Project Services as described in the DVI Work Program, a copy of which for fiscal years 2021-2022 through 2030-2031 is attached hereto as **Exhibit B** (the “Work Program”) and by reference made part hereof. The Project Services are approved by the Board of Directors, are provided in furtherance of DVI’s mission and vision as described in the Work Program, and align with the City’s vision, mission, and priorities as identified in the Community Redevelopment Plans and Business Investment and Development Strategy regarding Downtown. DVI shall in good faith provide its Services in a fashion such that each non-exempt property in the Service Area is specially benefited by the provision of such Services by DVI in reasonable proportion to the amount of the Assessment assessed on each such property.

**4.2 DVI Budget and Assessment.**

DVI shall annually submit to the City Council its proposed budget for its next fiscal year. DVI’s budget for Fiscal Year 2020-2021 is attached hereto as **Exhibit C**, its proposed budget for Fiscal Year 2021-2022 is attached hereto as **Exhibit D**, and its budget projections through Fiscal Year 2030-2031 are attached hereto as **Exhibit E**. The City Council, upon approval of such budget (an “Approved Budget”), shall levy a non-ad valorem special assessment on privately owned commercial and residential properties within the Service Area, subject to the exemptions outlined

in Exhibit A hereto, for such fiscal year sufficient to fund such budget (the “Assessment”); provided, however, that such Assessment shall not exceed 1.1 mils of taxable value. Pursuant to the Ordinance, City Council has approved the Fiscal Year 2020-2021 budget attached hereto as **Exhibit C** and will levy a special assessment accordingly.

#### **4.3 Subsequent Assessment Years.**

DVI shall take any and all actions necessary to enable the City to levy the Assessment, or an assessment similar thereto, in the ten (10) Fiscal Years, commencing with Fiscal Year 2021-2022, including, but not limited to, preparation of a Work Program and Budget for the nine (9) Fiscal Years following Fiscal Year 2021-2022, preparation and distribution of all required public notices and mailings, preparation of a Service Area non-ad valorem assessment roll and preparation of all required special benefit studies, resolutions and legal opinions.

#### **4.4 Progress and Financial Reports; Coordination.**

DVI shall provide, at least annually, progress reports to the DIA no later than thirty (30) days following the end of each Fiscal Year (or as otherwise requested by the DIA). Such reports shall include quantitative information as well as narrative material. In addition, DVI shall provide to the DIA a final report of expenditures within ninety (90) days after the end of the term of this Agreement. In providing the services described herein, DVI shall coordinate and consult with staff from the appropriate City Departments, as designated by the Mayor.

#### **4.5 City Level of Service.**

The City represents that the levy of the Assessment shall not be utilized as a basis to diminish the level of municipal services that have been regularly and customarily provided in the Service Area. The City recognizes that the Assessment has been and is being levied to enhance existing City services in the Service Area. Accordingly, the City shall not reduce municipal services in the Service Area from the types and levels currently provided (or from the types and levels which were provided immediately prior to the effective date of the 2019 Agreement), unless the service reduction is part of and proportional to a more comprehensive, city-wide program of service reduction or the reduction is predicated on a finding that the diminution in services is necessary to protect the public safety, health and welfare.

#### **4.6 Board of Directors.**

(a) **Responsibilities and Membership.** DVI’s Board of Directors (“Board”) shall be responsible for the functions of DVI, including the implementation and performance of the Services provided for in this Agreement. The Board shall include no fewer than eighteen (18) members. Representation will be broadly-based and include representation from a variety of downtown stakeholders, including:

- Large Commercial Property Owners/Tenants
- Small Commercial Property Owners/Tenants
- Merchants
- Non-Profit and Social Services Organizations
- Residential Property owners/Tenants



(b) City Representation. There shall be two (2) City representatives on DVI's Board of Directors: (1) the Chief Executive Officer of the DIA, or his or her designee, and (2) one (1) representative as determined by the President of City Council or his or her designee.

(c) Reduction in City Representation. Any reduction in the initial City representation on DVI's Board of Directors, or Executive Committee, without City approval shall entitle the City (at no cost or expense) to terminate this Agreement upon thirty (30) days written notice to DVI.

#### 4.7 Subcontracts.

DVI may subcontract for any or all of the Services provided for herein; provided that the terms of any Services subcontracted hereunder by DVI shall be specified by written contract and shall be subject to the provisions of this Agreement.

### **Article 5. COMPENSATION AND PAYMENTS**

#### 5.1 Compensation.

The City shall pay to DVI, and DVI shall accept from the City as full compensation for its Services under this Agreement, including expenses, an amount equal to the amount of revenues received by the City from (a) the levy of the assessment (the "Private Assessment") on all non-exempt, assessed properties within the Service Area (the "Assessed Private Properties"), (b) at the City's discretion, and to the extent approved and appropriated yearly by City Council, the City contribution (the "City Contribution") based upon the assessed value of City Properties within the Service Area (the "City Properties"), and (c) any interest earnings received by the City from such revenues.

Payments. Subject to Section 5.1, payments by the City shall be made as follows:

Private Assessments: Within twenty (20) days of the City's receipt of the assessments from the Tax Collector

City Contribution: On or before November 30th of each year

#### 5.2 Other Funding Sources.

Nothing herein contained shall preclude DVI from seeking and obtaining funding from other sources, including but not limited to, the Jacksonville Port Authority, JEA, the Jacksonville Transportation Authority, the state or federal governments, or private sources. Any funds received by DVI from such other sources shall be in addition to the funds to be paid from the Assessment and shall not affect or diminish the City's obligations under this Agreement. In addition, nothing herein contained shall preclude DVI from contracting with the City or with any other entity to perform other services or functions within or related to the Service Area or, to the extent funded by revenues other than those provided hereunder, services or functions outside the Service Area and/or in addition to those described in Section 4.1.

### **5.3 Cost of Services.**

Except as otherwise set forth in this Agreement, DVI shall pay the cost of constructing and developing the Services at no cost to the DIA or the City.

### **5.4 Further disclaimer.**

The Private Assessment and the City Contribution shall not be deemed to constitute a debt, liability, or obligation of the City, DIA or of the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory limitation, or a pledge of the faith and credit or taxing power of the City, DIA or of the State of Florida or any political subdivision thereof, but shall be payable solely from the funds provided therefore in this Article 5. The City shall not be obligated to pay the Private Assessment and the City Contribution or any installment thereof except from the non-ad valorem revenues or other legally available funds provided for that purpose, and neither the faith and credit nor the taxing power of the City, DIA or of the State of Florida or any political subdivision thereof is pledged to the payment of the Private Assessment and the City Contribution or any installment thereof. DVI, and any person, firm or entity claiming by, through or under DVI, or any other person whomsoever, shall never have any right, directly or indirectly, to compel the exercise of the ad valorem taxing power of the City, DIA or of the State of Florida or any political subdivision thereof for the payment of the Private Assessment and the City Contribution or any installment thereof.

## **Article 6. DEFAULTS AND REMEDIES**

### **6.1 General.**

A default shall consist of the breach of any covenant, agreement, representation, provision, or warranty contained in (i) this Agreement (including, but not limited to, any failure to meet the reporting requirements described herein), (ii) the documents executed in connection with the Agreement and any other agreement between the City and DVI related to the Project, or (iii) any document provided to the City or DIA relating to the Project (collectively, the “Documents”). A default shall also exist if any event occurs or information becomes known which, in the reasonable judgment of the City, makes untrue, incorrect or misleading in any material respect any statement or information contained in any of the documents described in clauses (i) – (iii) above or causes such document to contain an untrue, incorrect or misleading statement of material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

If any such default or breach occurs under this Agreement, the City may refuse to pay any portion of the Assessments and the City Contribution, and additionally, may at any time or from time to time proceed to protect and enforce all rights available to the City under this Agreement 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. The City shall not act upon a default until it has given DVI written notice of the default and 15 business days within which to cure the default; provided, however, that the City may withhold any

portion of the City Contribution immediately upon the occurrence of a default and throughout any notice or cure period. However, if any default cannot reasonably be cured within the initial 15 business days, DVI shall have 60 days in which to cure such default, so long as DVI has commenced and is diligently proceeding to cure such default within the initial 15-day period. Notwithstanding the foregoing, DVI shall immediately and automatically be in default, and the City shall not be required to give DVI 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:

(a) The entry of a decree or order by a court having jurisdiction in the premises adjudging DVI or any guarantor (“Guarantor”) of DVI’s obligations hereunder or under the Documents, a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of DVI or Guarantor under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a receiver, liquidator, custodian, assignee, or sequestrator (or other similar official) of DVI or Guarantor or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days; and

(b) The institution by DVI or Guarantor of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under the United States Bankruptcy Code or any other similar applicable federal or state law, or the consent by it to the filing of any such petition or to the appointment of a receiver, liquidator, custodian, assignee, trustee or sequestrator (or other similar official) of DVI or Guarantor or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due.

## **6.2 Specific Defaults - Reporting.**

Additionally, in the event reporting requirements are not met in the time period specified, DVI shall pay the City \$2,500.00 for each such failure to meet the reporting requirements. The maximum repayment due under this Section 6.2 shall not exceed the total amount actually paid to DVI under this Agreement. The City shall not impose the \$2,500.00 fee until it has given DVI written notice of the failure to meet the reporting requirements and ten (10) business days within which to provide the missing reports.

## **6.3 Liens, Security Interests, Prejudgment Interest.**

Receipt by the City of any payment required under this Section shall be a condition precedent to the release of any lien or security interest held by the City or the DIA pursuant to the terms of this Agreement.

The City is also entitled to prejudgment interest from the date of default plus costs and attorneys fees incurred by the City.

**Article 7.**  
**ANTI-SPECULATION AND ASSIGNMENT PROVISIONS**

**7.1 Purpose.**

DVI represents and agrees that its undertakings pursuant to this Agreement are for the purpose of developing the Service Area pursuant to this Agreement. DVI further recognizes, in view of the importance of the development of the Service Area to the general health and welfare of the City and redevelopment of the Target Area that the qualifications, financial strength and identity of the principal shareholders and executive officers of DVI are of particular concern to the City and the DIA.

**7.2 Assignment; Limitation on Conveyance.**

This Agreement is not assignable, except with the written consent of all parties hereto.

**Article 8.**  
**GENERAL PROVISIONS**

**8.1 Approval by Other Governmental Agencies.**

All of the parties' respective rights and obligations under this Agreement are subject to and conditioned upon approval of the Project Services and all Project Documents by such other governmental agencies, whether state, local or federal, as have jurisdiction and may be required or entitled to approve them. Notwithstanding any provision of this Agreement to the contrary, neither the City nor the DIA guarantee approval of this Agreement or any aspect of the Project Services by any government authorities and agencies that are independent of the City.

**8.2 Authority of DIA to Monitor Compliance.**

The CEO of the DIA, or his or her designee, shall have the authority to monitor compliance by DVI with the provisions of this Agreement and the Project Documents. Insofar as practicable, the DIA shall coordinate such monitoring and supervising activity with those undertaken by the City so as to minimize duplicate activity.

**8.3 Non-liability of DIA and City Officials.**

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

**8.4 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, government restrictions of priority, severe weather and other acts or failures beyond the control or without the control of any party; 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 in no event shall any of the foregoing excuse any financial liability of a party.

#### 8.5 **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.

(a) To the DIA and City:

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

With a copy to:

City of Jacksonville  
Office of the General Counsel  
117 West Duval Street, Suite 480  
Jacksonville, Florida 32202  
Attn: Government Operations

(b) To DVI:

Downtown Vision, Inc.  
214 N. Hogan Street, Suite 120  
Jacksonville, Florida 32202  
Attn: Chief Executive Officer

#### 8.6 **Time.**

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

#### 8.7 **Entire Agreement.**

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

### 8.8 **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 CEO of the DIA is authorized on behalf of the DIA and the City to approve, in his or her sole discretion, any “technical” changes to this Agreement. Such “technical” changes include without limitation modifications to legal descriptions and surveys, ingress and egress, easements and rights of way, performance schedules, scope of performance and development, and design standards, as long as such modifications do not involve any increased financial obligation or liability to the City or the DIA.

### 8.9 **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 either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, or any other rights or remedies for the same default or any other default by the other party.

### 8.10 **Indemnification.**

DVI shall indemnify, hold harmless and defend the City and DIA 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 or DIA 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 DVI contained or provided in connection with this Agreement; (ii) any breach or violation of any covenant or other obligation or duty of DVI under this Agreement or under applicable law; (iii) any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of DVI 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 Company’s performance of its obligations under this Agreement or related to the Project Services, except to the extent cause by the sole negligence of the City. Nothing contained in this paragraph shall be construed as a waiver, expansion or alteration of the City’s or DIA’s sovereign immunity beyond the limitations stated in Section 768.28, Florida Statutes.

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 term “City” as used in this Section 9.10 shall include all City’s members, officers, officials, employees and agents. The DIA is an intended third-party beneficiary of the indemnifications in this Section 9.10.

8.11 **Insurance.**

DVI agrees to furnish the DIA copies of any insurance policies that DVI carries covering the Project and such policies shall name the DIA and the City as additional insureds thereunder as their interest may appear.

Without limiting its liability under this Agreement, DVI shall procure and maintain at its sole expense, during the term of the Agreement, insurance of the types and in the minimum amounts stated below:

**SCHEDULE**

**LIMITS**

**Workers' Compensation**

Employers' Liability (including appropriate Federal Acts)

Florida Statutory Coverage

\$100,000 Each Accident

\$500,000 Disease/Policy Limit

\$100,000 Each Employee/Disease

**Commercial General Liability**

(Including Premises Operations and Blanket Contractual 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

(The City of Jacksonville shall be named as an additional insured under all of the above Commercial General Liability coverage)

**Automobile Liability**

(All automobiles- owned, hired or non-owned)

\$1,000,000 Combined Single Limit

An insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, shall write said insurance. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City. An insurer with an A.M. Best Rating of "A X" or better shall write such Insurance. Prior to commencing any work on the Project, Certificates of Insurance, approved by the City's Division of Insurance & Risk Management, evidencing the maintenance of the required insurance shall be furnished to the City. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal shall be effective until thirty (30) days after receipt of written notice by the City.

Anything to the contrary notwithstanding, the liability of DVI under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by DVI shall relieve DVI or its contractors and subcontractors from responsibility to provide insurance as required by this Agreement.

8.12 **Severability.**

The invalidity, illegality or inability to enforce 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.

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

In the performance of this Agreement, DVI 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. 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.

8.14 **Books and Records.**

Upon completion of the Services described in this Agreement, all equipment and documents, including reports, plans, brochures, publications, and all other related data, prepared or obtained by DVI in performing such services shall become the property of the City. All such equipment and documents shall be delivered to the City, prior to the end of the term of this Agreement.

8.15 **Non-Discrimination Provisions.**

In conformity with the requirements of Section 126.404, *Ordinance Code*, DVI 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. DVI agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; *provided however*, that DVI shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the day and year first above written. DVI 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 8.15 shall be incorporated into and become a part of the subcontract.

8.16 **Contingent Fees Prohibited.**

In conformity with Section 126.306, *Ordinance Code*, DVI warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for DVI, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for DVI, 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.



8.17 **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 with any public entity, in excess of \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

8.18 **Incorporation by Reference.**

The “Whereas” recitals, at the beginning of this Agreement are true and correct and are made a part hereof and are incorporated herein by this reference. Similarly, 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.

8.19 **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.

8.20 **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.

8.21 **Independent Contractor.**

In the performance of this Agreement, DVI will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or association of the City or the DIA. DVI and its employees or agents shall be solely responsible for the means, method, technique, sequences and procedures utilized by DVI in the performance of this Agreement. This Agreement shall not make the City liable to any person, firm, corporation, or other person or entity who contracts with or who provides goods or services to DVI in connection with the Services it has agreed to perform hereunder or otherwise, or for debts or claims accruing to such parties against DVI. There is no contractual relationship, either express or implied, between the City and any person, firm, corporation or other supplying any work, labor, services, goods or materials to DVI as a result of its services to the City hereunder or otherwise.

8.22 **Modifications to Charter or Bylaws.**

Any changes to the DVI Charter or Bylaws attached hereto as **Exhibit FF** that modify the City’s representation on DVI’s Board of Directors or Executive Committee shall be subject to the City Council’s review and approval. Should the Council not approve said modifications, the

enactment of such modifications shall be a default by DVI entitling the City to pursue default remedies as set forth herein.

8.23 **Retention of Records/Audit.**

DVI agrees:

(a) To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Private Assessment and the City Contribution under this Agreement.

(b) To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the Work Program or DVI's performance of the Services for a period of six (6) years after the date of final payment by the City under this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation that may be based on the terms of this Agreement, at no additional cost to the City.

(c) Upon demand, at no additional cost to the City, to facilitate the duplication and transfer of any records or documents related to the Work Program or DVI's performance of the Services during the required retention period.

(d) To assure that these Work Program-related records shall be subject at all reasonable times to inspection, review, copying, or audit by personnel duly authorized by the City, including but not limited to the City Council auditors.

(e) At all reasonable times for as long as records are maintained, to allow persons duly authorized by the City, including but not limited to the City Council auditors, full access to and the right to examine any of DVI's contracts and related records and documents related to the Work Program or DVI's performance of the Services, regardless of the form in which kept.

(f) To ensure that all related party transactions are disclosed to the auditor.

(g) To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

(h) To permit persons duly authorized by the City, including but not limited to the City Council auditors, to inspect and copy any records, papers, documents, facilities, goods and services of DVI which are relevant to the Work Program or DVI's performance of the Services, and to interview any employees and subcontractor employees of DVI to assure the City of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the City will deliver to DVI a written report of its findings and request for development by DVI of a corrective action plan where appropriate. DVI hereby agrees to timely correct all deficiencies identified in the corrective action plan.

8.24 **Non-merger.**

None of the terms, covenants, agreements or conditions set forth in this Agreement shall be deemed to be merged with any deed conveying title to the Service Area.

8.25 **Exemption of City.**

Neither this Agreement nor the obligations imposed upon the DIA 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, nor a lien upon any properties of the City. Payment of the Private Assessments and the City Contribution by the City 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 City and DIA shall have no further obligations hereunder.

8.26 **Parties to Agreement; Successors and Assigns.**

This is an agreement solely between the City and DVI. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any person not a party hereto. This Agreement shall be binding upon DVI, and DVI's successors and assigns, and shall inure to the benefit of the City and DIA and their successors and assigns. However, DVI 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 and the DIA, which consent may be withheld in the sole discretion of the City and DIA.

8.27 **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 Federal 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.

8.28 **Civil Rights.**

DVI 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.

8.29 **Further Assurances.**

DVI will, on request of the City or DIA:

- (a) promptly correct any defect, error or omission herein or in any document executed in connection herewith (collectively the "Project Documents");

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

(c) execute, acknowledge, deliver, procure, file or record any documents or instruments deemed necessary, desirable or proper by the City to protect the liens or the security interest under the Project Documents against the rights or interests of third persons; and

(d) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of the Project Documents.

### 8.30 **Exhibits.**

All Exhibits referred to in this Agreement are incorporated herein by reference and are made a part hereof; provided, however, that 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.

### 8.31 **Construction.**

All Parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. DVI 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.

### 8.32 **Further Authorizations.**

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

### 8.33 **Compliance with Public Records and Meeting Laws.**

The DVI shall conduct all meetings in compliance with the Florida Public Meeting Law, Florida Statute 286.011, and shall keep and maintain all DVI documents in compliance with the Florida Public Records Law, Florida Statute 119.011.

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

**CITY OF JACKSONVILLE**, a Florida municipal  
corporation

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

Attest: \_\_\_\_\_

Lenny Curry, Mayor

James R. McCain, Jr.  
Corporation Secretary

(CORPORATION SEAL):

IN COMPLIANCE WITH the Charter of the City of Jacksonville, I do certify that there is or will be an unexpended, unencumbered and un-impounded balance in the appropriation sufficient to cover the foregoing Agreement in accordance with the terms and conditions thereof and that provision has been made for the payment of the monies provided therein to be paid.

\_\_\_\_\_  
Director of Finance

Form approved:

\_\_\_\_\_  
Assistant General Counsel

**DOWNTOWN VISION, INC.,**  
a Florida non-profit corporation

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

Name Printed: \_\_\_\_\_

Its: Chief Executive Officer

Signed and Sealed in  
Our Presence:

(CORPORATION SEAL):

\_\_\_\_\_  
Signature of 1<sup>st</sup> witness

\_\_\_\_\_  
Printed name of 1<sup>st</sup> witness

\_\_\_\_\_  
Signature of 2<sup>nd</sup> witness

\_\_\_\_\_  
Printed name of 2<sup>nd</sup> witness

## **LIST OF EXHIBITS**

Exhibit A	Downtown Improvement Area/Service Area; Exemptions
Exhibit B	Services/Work Program
Exhibit C	2020-2021 Budget
Exhibit D	Proposed 2021-2022 Budget
Exhibit E	Budget Projections
Exhibit F	DVI Charter/Bylaws

## Exhibit A

### Downtown Improvement Area/Service Area

The “Service Area” has the following boundaries:

(i) On the Northbank of the St. Johns River North of McCoy’s Creek, the Service Area is bounded on the West by Lee Street, on the North by State Street, on the East by Hogan’s Creek, and on the South by McCoy’s Creek and the St. Johns River.

(ii) On the Southbank of the St. Johns River, the Service Area is bounded on the West and North by the St. Johns River, on the East by Alamo Street and on the South by Interstate 95.

(iii) On the Northbank of the St. John’s River south of McCoy’s Creek, the Service Area is bounded on the West by Interstate 95, on the North by Riverside Avenue, on the East by the Acosta Bridge, and on the South by the St. John’s River.

The Service Area includes all of those properties within the contiguous zone created by the above described boundaries. The Service Area further includes those properties on both sides of Lee Street and Riverside Avenue, where they constitute Service Area boundaries.

The Service area boundaries, as described above are approximately depicted in red in the map below:





### **Exemptions to Assessment Properties**

The assessment shall be applied to non-exempt, privately owned commercial and residential properties within the Service Area. Exempt residential properties not subject to the assessment include:

(i) Residential properties receiving a homestead property tax exemption for the year prior to the year of the assessment in question;

(ii) Newly constructed residential properties or residential properties that have undergone a major renovation as defined in Section 656.361.3 of the City of Jacksonville Ordinance Code, during the first five years following the issuance of a valid certificate of occupancy by the City of Jacksonville;

(iii) Residential properties that are affordable housing products and have received funding through the Florida Housing Finance Corporation; and

(iv) Residential properties that are adaptive reuse projects and have received funding through the City of Jacksonville Historic Preservation and Revitalization Trust Fund.

**Exhibit B**

Services/Work Program



Downtown Vision, Inc.  
Work Program  
2021 - 2031

Prepared May 2021

Downtown Vision, Inc.  
214 N. Hogan St., Ste. 120, Jacksonville, FL 32202  
P: (904) 634-0303 | F: (904) 634-8988  
[downtownjacksonville.org](http://downtownjacksonville.org) | [dtjax.org](http://dtjax.org)

## **Role of Downtown Vision, Inc. (DVI)**

Downtown Vision, Inc. (DVI) has a primary goal to deploy resources to the maximum benefit of its contributors and stakeholders while improving the experience of Downtown Jacksonville for those who live, work, visit, and invest here.

This goal results in the use of many tried-and-true best practices utilized by Downtowns and Downtown business improvement districts (BIDs) around the country and the world.

Much of the services of DVI are focused on the on-the-ground street level experience of Downtown Jacksonville. This includes addressing day-to-day issues, examining and improving the public and pedestrian environments, activating Downtown, and creating a better sense of place. Additionally, DVI helps educate our Jacksonville community and the world on all Downtown has to offer through traditional marketing, reports, surveys, and studies.

DVI operates the business improvement district as defined by City ordinance and receives the assessment to utilize for the benefit of Downtown. Thus DVI's cleaning, safety, and beautification services, special events, and promotions are generally restricted to a service area that mirrors the assessment collection area. However, DVI markets and advocates for "Downtown" as defined by the City of Jacksonville and the Downtown Investment Authority (boundary generally by State St., I-95, and the St. Johns River).

This work program illustrates the nature and specifics of programs and projects DVI completes to further its mission and vision for Downtown Jacksonville in collaboration with the City of Jacksonville. DVI also may implement projects different than those below to complete its philanthropic mission as a separate private 501(c)(6) non profit entity under the direction of its Board of Directors, and in collaboration with downtown property owners and stakeholders.

## **DVI Vision, Mission and Coordination with DIA**

As updated and adopted by our Board of Directors in November 2014, DVI has both a vision statement and a mission statement:

*DVI Vision Statement: "Help make Downtown Jacksonville a dynamic 24-hour pedestrian Downtown, accessible into & within adjacent Downtown areas, that serves as the premier center for the arts, dining, retail, entertainment, business and urban living in Northeast Florida,"*

*DVI Mission Statement: "To create & support a vibrant Downtown community and to promote Downtown as an exciting place to live, work, visit, and invest"*

In addition, DVI's Board of Directors has adopted by resolution on January 28, 2015 that DVI's vision & mission are designed to be tightly aligned to the vision, mission and priorities of the Downtown Investment Authority (DIA), the City of Jacksonville and the existing Community Redevelopment Area (CRA)/ Business Investment and Development (BID) plan for Downtown Jacksonville.

## **DVI Strategic Plan and Priorities**

As adopted by its Board of Directors, DVI has four major specific areas of focus in our strategic plan to help downtown:

- District Services
- Marketing & Events
- Information Management
- Experience Creation

These four focus areas translate into specific priorities into which all our efforts fit to complete our non-profit mission:

1. **Making Downtown Cleaner, Safer and Friendlier**
2. **Marketing Downtown & Communicating All Downtown Has to Offer**
3. **Being a Strong Resource on and for Downtown**
4. **Improving the Overall Experience of Downtown**

## **DVI Work Program**

The following work program is based on the priorities identified by the DVI Board of Directors and the property owners and contributors who fund DVI. It can be adjusted to adapt to changing conditions and priorities.

### **1) Making Downtown Cleaner, Safer and Friendlier**

According to the International Downtown Association ("IDA"), the first phase in any Downtown revitalization effort is to ensure the area is clean and safe. While Downtown is fortunate to be very safe, it is not always perceived as such. Perception is as important as reality to the effort of building and maintaining a healthy, vibrant Downtown community. The visible, official presence of and services provided by the Downtown Ambassadors enhances both Downtown's perception and reality as a safe and hospitable environment to live, work, visit, and invest. No other entity provides these types of services.

#### **1.1 Cleaning Services**

Via its Ambassador team, DVI provides services in/on the streets, sidewalks, gutters, and other public rights of way in the Downtown Business Improvement District on a regular basis in the interest of maintaining and enhancing a clean Downtown environment. Current services of this type include:

- Litter and debris removal
- Pressure washing of sidewalk block faces and hot spots
- Cleaning of human and animal waste incidents
- Cleanup of non-biohazard spills
- Removal of homeless camp sites
- Removal and abatement of sidewalk and tree bed weeds
- Reporting of major Downtown infrastructure problems and cleanliness and sanitation issues to the City of Jacksonville

#### **1.2 Safety and Hospitality Services**

Via its Downtown Ambassador Team, DVI provides services to the businesses and properties and in/on the streets, sidewalks, gutters, and other public rights of way in the Downtown Business Improvement District on a regular basis in the interest of maintaining and enhancing a safe and hospitable Downtown environment. Current services of this type include:

- Safety patrols

- Safety and umbrella escorts
- Provision of directions
- Check-ins with Downtown businesses
- Initial response to and request for ceasing of nuisance behaviors
- Support for Downtown special events
- Outreach to the Downtown homeless and indigent population
- Coordination with the Jacksonville Sheriff's Office and City departments regarding Downtown security needs and incidents

## **2) Marketing Downtown and Communicating All Downtown Has to Offer:**

DVI promotes Downtown under the “DTJax” and “#DTJax” brand to help accomplish the No. 1 redevelopment goal of the DIA’s Community Revitalization Area/Business Investment and Development plan, to “reinforce Downtown as the City’s unique epicenter for business, history, culture, education, and entertainment.”

### **2.1 Online Content Marketing**

DVI creates and curates content for and manages online communications platforms that promote Downtown Jacksonville as an exciting place to live, work, visit, and invest. Current projects of this type include:

- Websites: [DowntownJacksonville.com/DTJax.com](http://DowntownJacksonville.com/DTJax.com), [InvestDTJax.com](http://InvestDTJax.com) and [LiveDTJax.com](http://LiveDTJax.com)
- @DTJax Social Media Profiles (Twitter, Facebook, Instagram, LinkedIn)
- #DTJax Weekly E-Newsletter

### **2.2 Print and Traditional Marketing**

DVI creates and curates content for, publishes, and distributes print and traditional marketing materials that promote Downtown Jacksonville as an exciting place to live, work, visit, and invest. Current projects of this type include:

- #DTJax Maps
- #DTJax merchandise store
- #DTJax e-Gift Card

### **2.3 Facilitate Public Relations and Media Messaging for Downtown**

DVI coordinates directly with the media and general public to ensure available information about Downtown is accurate and to emphasize the importance of Downtown Jacksonville to the Northeast Florida region. Current projects of this type include:

- Coordinate with local and national media outlets on news stories
- Participate in speaking engagements
- Produce editorials
- Lead walking tours and conducts meetings for stakeholders and potential investors
- Other essential public relations and media work

### **3) Being a Strong Resource on and for Downtown Jacksonville.**

DVI seeks to serve as the key resource for data and information on Downtown Jacksonville, including key development metrics and useful information for residents, workers, and visitors. No other entity provides these types of services.

#### **3.1 Collect and Analyze Downtown Data**

DVI utilizes multiple strategies to collect and manage data on the performance of Downtown Jacksonville in indicators of urban development progress. Current projects of this type include:

- Track development projects, employment, real estate transactions, events, residential growth, transportation growth, and tourism
- Conduct an annual survey of DTJax residents and employees
- Maintain inventories on "openings & closings" and Downtown assets

#### **3.2 Create Reports and Maintain Databases for Stakeholders and Investors**

DVI manages and distributes information about Downtown to interested stakeholders, developers and investors through a number of reports and databases. Current projects of this type include:

- Our annual State of Downtown Report, which analyzes Downtown Jacksonville's performance in key indicators of urban revitalization and is distributed free of charge to the community.
- Online databases for Parking and Events & Meeting Spaces in Downtown Jacksonville
- Other reports requested by interested investors, developers, or stakeholders

#### **3.3 Inform & Educate Downtown Stakeholders**

DVI provides support to, collaborates with, and facilitates communication between Downtown Stakeholders of all types through a variety of methods of communication. Current projects of this type include:



- Quarterly Stakeholder Meetings
- Monthly meetings of Downtown security and property maintenance personnel
- Distribution of information concerning road closures or other disruptions as needed
- Resources Micro-site for new businesses
- Online and email communications for a variety of Downtown needs

### **3.4 Foster Collaboration between Downtown Stakeholders**

DVI participates as an involved community partner in collaborative efforts to advance Downtown Jacksonville as an exciting place to live, work, visit, and invest.

Current projects of this type include:

- Host quarterly Marketer Meet-ups of cultural, entertainment, tourism and civic marketers
- Service on various committees benefitting coordination and collaboration such as the Jacksonville Urban Neighborhoods Group, Art in Public Places Selection Panel, Downtown Dwellers Board of Directors, and many more.

## **4) Improving the Overall Experience of Downtown**

DVI provides a variety of services designed to attract a broader audience to Downtown and boosts sales in commercial and entertainment districts. These activities enhance livability, increase diversity and provide social engagement.

### **4.1 Produce Downtown Events**

DVI produces and manages a number of events to bring people to the area and showcase Downtown Jacksonville as the premier center for arts, dining, retail, entertainment, business, and urban living in Northeast Florida. Current projects of this type include:

- First Wednesday Art Walk
- Jax River Jams Concert Series
- “Halloweek” scavenger hunt celebrating Halloween
- Dashing Through Downtown scavenger hunt (celebrating Holiday season)

### **4.2 Support National Events in Downtown Jacksonville**

In addition to produced events, DVI ‘opts-in’ to help bring multiple city events to Downtown Jacksonville. Current events of this type include:

- American Express Small Business Saturday

### **4.3 Celebrate Downtown & Honor Downtown Supporters**

DVI produces a number of events to honor key individuals and celebrate Downtown Jacksonville's role as the premier center for arts, dining, retail, entertainment, business, and urban living in Northeast Florida. Current projects of this type include:

- #DTJax Awards
- #DTJax Gala Fundraiser

### **5) Create a Better Sense of Place Downtown**

According to the Project for Public Spaces, a global thought leader in the place management industry, well-designed and actively managed public spaces can foster economic growth, attract business investments, attract tourism, provide cultural opportunities, encourage engagement, reduce crime, improve pedestrian safety, increase the use of public transportation, improve public health, and improve the environment.

DVI works to implement proven placemaking strategies to achieve a vibrant, active environment in Downtown Jacksonville that accomplishes each of these objectives. Current projects of this type include:

- Adams Street Parklet Funding and Management
- The "Lights on Laura" Street Holiday Decorations
- The Patio on Hogan

More about DVI and its efforts in Downtown Jacksonville is available at <https://downtownjacksonville.org/about-dvi/> and generally at [DowntownJacksonville.org](https://DowntownJacksonville.org)

**Exhibit C**

2020-2021 Budget

**BUSINESS IMPROVEMENT DISTRICT  
(DOWNTOWN VISION)  
JACKSONVILLE, FLORIDA  
BUDGET – FISCAL YEAR 2020-21**

**ESTIMATED REVENUES**

**DVI PROPOSED**

Assessed Properties (1)	\$ 963,680
City of Jacksonville (2)	\$ 510,615
Other Sources (3)	\$ 225,043
<b>Total Estimated Revenues</b>	<b><u>\$1,699,338</u></b>

Schedule AD

**APPROPRIATIONS**

	Clean, Safe and Attractive (4)	Marketing, Promotions, Special Projects (5)	Business & Stakeholder Support (6)	Management & General (7)	Total
Personnel Services	\$107,869	\$273,488	\$166,502	\$64,541	\$612,400
Operating Expenses	\$762,114	\$251,636	\$38,472	\$34,716	\$1,086,938
<b>Total Appropriations</b>	<b><u>\$869,983</u></b>	<b><u>\$525,124</u></b>	<b><u>\$204,974</u></b>	<b><u>\$99,256</u></b>	<b><u>\$1,699,338</u></b>

- (1) Commercial property owners in DVI's Downtown district pay 1.1 mils of their property's assessed value to DVI.
- (2) This reflects a contribution from the City of Jacksonville equal to 1.1 mils of the value of the City's owned property.
- (3) This represents all other income for Downtown Vision, including fee-for-service contracts, voluntary contributions from exempt organizations, grants, sponsorships and revenues generated from special events.
- (4) These contracted services include a team of Clean & Safe Ambassadors, a supervising project manager, uniforms, supplies and equipment. This line item includes 50% of the Director of District Services salary plus 25% of administrative budget.
- (5) Includes salaries for Vice President of Marketing, Communications Manager, Events Manager and includes 25% of the admin budget.
- (6) Includes salary for Director of Experience, 50% of Director of District Services and 25% of admin budget.
- (7) This represents 25% of the admin budget. The admin budget includes the CEO and Business Administrator positions.

Schedule AE

**Exhibit D**

Proposed 2021-2022 Budget

**BUSINESS IMPROVEMENT DISTRICT  
(DOWNTOWN VISION)  
JACKSONVILLE, FLORIDA  
BUDGET – FISCAL YEAR 2021-2022**

**ESTIMATED REVENUES**

Assessed Properties (1)  
City of Jacksonville (2)  
Other Sources (3)  
**Total Estimated Revenues**

**DVI PROPOSED**

\$ 1,688,943  
\$ 661,898  
\$ 183,336  
**\$2,514,177**

Schedule AD

**APPROPRIATIONS**

	Clean, Safe and Attractive (4)	Marketing, Promotions, Special Projects (5)	Business & Stakeholder Support (6)	Management & General (7)	Total
Personnel Services	\$121,972	\$296,211	\$263,427	\$77,195	\$758,805
Operating Expenses	\$1,395,371	\$295,529	\$32,836	\$31,636	\$1,755,372
<b>Total Appropriations</b>	<b><u>\$1,517,343</u></b>	<b><u>\$591,740</u></b>	<b><u>\$296,263</u></b>	<b><u>\$108,831</u></b>	<b><u>\$2,514,177</u></b>

- (1) Commercial and residential property owners in DVI's Downtown district pay 1.1 mils of their property's assessed value to DVI, subject to residential property exemptions
- (2) This reflects a contribution from the City of Jacksonville equal to 1.1 mils of the value of the City's owned property in the Downtown district
- (3) This represents all other income for Downtown Vision Inc., including fee-for-service contracts, voluntary contributions from exempt organizations, grants, sponsorships and revenues generated from special events.
- (4) These contracted services include a team of Clean & Safe Ambassadors, a supervising project manager, uniforms, supplies and equipment. This line item includes 50% of the Director of District Services salary plus 25% of administrative budget.
- (5) Includes salaries for Vice President of Marketing, Communications Manager, Events Manager and includes 25% of the admin budget.
- (6) Includes salary for Director of Experience, Stakeholder Support Manager, Public Realm Manager, 50% of Vice President of District Services, and 25% of admin budget.
- (7) This represents 25% of the admin budget. The admin budget includes the CEO, Business Administrator and Administrative Assistant positions.

Schedule AE

**Exhibit E**

Budget Projections

Downtown Vision, Inc.  
 FY20/22 to FY30/31 Budget Projections

Projected Budgets											
	FY21/22	FY21/23	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	FY30/31	
<b>REVENUES</b>											
Assessed Properties	\$ 1,668,943	\$ 1,710,667	\$ 1,753,434	\$ 1,797,270	\$ 1,842,202	\$ 1,888,257	\$ 1,935,463	\$ 1,983,850	\$ 2,033,446	\$ 2,084,282	
City of Jacksonville	\$ 661,898	\$ 678,445	\$ 695,406	\$ 712,791	\$ 730,611	\$ 748,876	\$ 767,598	\$ 786,788	\$ 806,458	\$ 826,619	
Other Sources	\$ 183,336	\$ 186,086	\$ 188,877	\$ 191,710	\$ 194,586	\$ 197,505	\$ 200,468	\$ 203,475	\$ 206,527	\$ 209,625	
Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL INCOME</b>	\$ 2,514,177	\$ 2,575,198	\$ 2,637,717	\$ 2,701,771	\$ 2,767,399	\$ 2,834,638	\$ 2,903,529	\$ 2,974,113	\$ 3,046,431	\$ 3,120,526	
<b>EXPENDITURES</b>											
Clean, Safe, and Attractive	\$ 1,517,343	\$ 1,553,396	\$ 1,590,310	\$ 1,628,106	\$ 1,666,805	\$ 1,706,429	\$ 1,747,000	\$ 1,788,540	\$ 1,831,073	\$ 1,874,622	
Marketing, Promotions, and Special	\$ 591,740	\$ 606,134	\$ 620,882	\$ 635,994	\$ 651,478	\$ 667,343	\$ 683,599	\$ 700,255	\$ 717,321	\$ 734,808	
Business and Stakeholder Support	\$ 296,263	\$ 303,743	\$ 311,415	\$ 319,285	\$ 327,358	\$ 335,639	\$ 344,133	\$ 352,847	\$ 361,785	\$ 370,953	
Management and General	\$ 108,831	\$ 111,925	\$ 115,110	\$ 118,386	\$ 121,758	\$ 125,227	\$ 128,797	\$ 132,471	\$ 136,252	\$ 140,143	
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL INCOME</b>	\$ 2,514,177	\$ 2,575,198	\$ 2,637,717	\$ 2,701,771	\$ 2,767,399	\$ 2,834,638	\$ 2,903,529	\$ 2,974,113	\$ 3,046,431	\$ 3,120,526	
Revenues Less Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	



**Exhibit F**

DVI Charter/Bylaws

John M. Welch, Jr., Esquire  
Fla. Bar No. 212873  
Wiley & Lardner  
200 Laura St. N., 3rd Fl.  
Jacksonville, FL 32202  
Telephone: 904/359-2000

## ARTICLES OF INCORPORATION

OF

### DOWNTOWN VISION, INC. (A Nonprofit Corporation)

The undersigned, for the purpose of forming a corporation not for profit under the laws of Florida, hereby adopt the following Articles of Incorporation:

#### ARTICLE I NAME

Section 1.1 Name The name of the corporation is Downtown Vision, Inc.

Section 1.2 Address of Principal Office. The address of the principal office of the corporation is 200 Laura Street, Third Floor, Jacksonville, Florida 32202.

Section 1.3 Mailing Address. The mailing address of the corporation is Post Office Box 240, Jacksonville, Florida 32201-0240.

#### ARTICLE II PURPOSES

Section 2.1 Purpose. The corporation is organized for the purpose of enhancing and improving the business conditions in the central business district of the City of Jacksonville, Florida, including enhancement of the physical environment, business environment, and safety, cleanliness and security of the area, and to study ways and means of financing improvements to the central business district, to accept donations and expend funds for such purposes, and to undertake such activities as will further the general purposes described herein.

#### ARTICLE III BOARD OF DIRECTORS

Section 3.1 Election. Directors shall be elected in the manner set forth in the Bylaws of the corporation.

Section 3.2 Number. This corporation shall have three directors initially. The number of Directors may be increased or reduced from time to time, as provided in the bylaws of the corporation; however, the corporation shall at all times have at least three (3) Directors.

Section 3.3 Names and Addresses of First Members of the Board of Directors. The names and addresses of the persons who are to serve as the initial Directors of the corporation until the election or appointment of their successors are as follows:

Fax Audit No. H97000814892

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<b>Name</b>	<b>Address</b>
John M. Welch, Jr.	200 Laura Street, Third Floor Jacksonville, Florida 32202
Michael B. Harrell	121 W. Perryth Street, Suite 100 Jacksonville, Florida 32202-3813
Allen Jarboe	Mail Code 599-313 9000 Southside Blvd., Bldg. 300 Jacksonville, Florida 32256

**Section 3.4 Executive Committee.** The Board of Directors may, pursuant to a resolution adopted by a majority of all of the members of the Board, designate two (2) or more of its members to constitute an executive committee, which, to the extent provided in such resolution, may exercise the powers of the Board of Directors.

#### **ARTICLE IV MEMBERSHIP**

The Board of Directors may extend invitations to become members of the corporation to any person or entity interested in the goals and purposes of the corporation in accordance with the bylaws of the corporation. The members shall have the rights and duties set forth in the bylaws.

#### **ARTICLE V LIMITATIONS**

**Section 5.1 Limitations on Actions.** No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to any member, director, officer or other private person, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to confer benefits on its members in conformity with the purposes set forth in Section 2.1 of these Articles. The corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law).

**ARTICLE VI  
DISSOLUTION**

**Section 6.1 Dissolution.** Upon the dissolution of the corporation, assets shall be distributed as determined by the bylaws; provided that no distribution shall be made to any officer, director, member or their affiliates in excess of such person's contributions to the corporation and further provided that no distributions shall be made that would violate any laws of the State of Florida applicable to not-for-profit corporations or any provisions of, or regulations under, the Internal Revenue Code of 1986, as amended.

**ARTICLE VII  
INITIAL REGISTERED OFFICE AND AGENT**

**Section 7.1 Name and Address.** The street address of the initial registered office of this corporation is 200 Laura Street, Third Floor, Jacksonville, Florida 32202, and the name of the initial registered agent of this corporation at that address is F&L Corp.

**ARTICLE VIII  
INCORPORATOR**

**Section 8.1 Name and Address.** The name and street address of the incorporator(s) of the corporation are as follows:

<b>Name</b>	<b>Street Address</b>
John M. Welch, Jr.	200 Laura Street, Third Floor Jacksonville, Florida 32202

**IN WITNESS WHEREOF**, the undersigned have made and subscribed to these Articles of Incorporation for the purposes therein set forth, all as of the 9th day of September, 1997.

  
John M. Welch, Jr., Incorporator

**AMENDED AND RESTATED  
BYLAWS OF  
DOWNTOWN VISION, INC.**

**adopted April 5, , as amended and restated November 21, 2000, September 27,  
2001 , September 5<sup>th</sup>, 2002, October 6, 2005, December 10, 2008 September 20,  
2009 , September 28, 2011, August 8, 2013, June 25, 2014 and September 23, 2015**

(A Nonprofit Corporation)

**ARTICLE I**

**NAME AND PURPOSE**

Section I.1 Name. The name of the corporation is Downtown Vision, Inc.

Section I.2 Purposes. The purposes for which the corporation is formed are as set forth in the Articles of Incorporation.

**ARTICLE II**

**OFFICES AND REGISTERED AGENT**

Section II.1 Offices. The address of the initial office of the corporation and the registered office of the corporation in the State of Florida are set forth in the Articles of Incorporation. The Board of Directors may, from time to time, establish additional offices for the corporation within the state of Florida and may designate a different address as its registered office; provided, however, that any such designation of a different registered office shall become effective only upon the filing of a statement of such change with the Secretary of State of the State of Florida as is required by law.

Section II.2 Registered Agent. The name and address of the initial registered agent of the corporation is set forth in the Articles of Incorporation. The Board of Directors may, from time to time, designate a different person as its registered agent; provided, however, that such designation shall become effective only upon the filing of a statement of such change with the Secretary of State of the State of Florida as is required by law.

**ARTICLE III**

**MEMBERSHIP AND MEETINGS OF MEMBERS**

Section III.1 Members. The corporation shall have as members all record owners of taxable real property in the area described on Exhibit A hereto (the "District") and all other persons who make contributions to the corporation in lieu of assessments ("Contributing Members").

Section III.2 Votes. Each Member shall have one vote for each \$1.00 of taxable value of real property owned by the Member as shown on the tax rolls of the Duval County Property Appraiser from time to time. The number of votes shall be adjusted each time the taxable value of such property is changed on such tax rolls. Each Contributing Member shall have the number of votes equal to (a) the dollar amount of contributions made to or for the benefit of the Corporation during the 12-month period ending on the date such vote is cast divided by (b) the assessment rate (expressed as a decimal) for the downtown business improvement district in effect on the date the vote is cast (initially 0.0011). References to a majority or to percentages of Members shall mean a majority or such percentages by voting rights.

Section III.3 Meetings. The corporation shall hold an annual meeting of members to elect Directors and such other meetings as may be scheduled by the Board of Directors or by fifty percent (50%) of the Members. The Chairman or the Chairman's designee shall preside at meetings of Members. Fifty percent (50%) of the Members shall constitute a quorum.

Section III.4 Attendance. If a Board member misses three consecutive Board meetings they may be dismissed from the Board:

Section 3.5 Sunshine Laws. Downtown Vision subjects itself to Florida's "Sunshine" Law (Chapter 286 of Florida Statutes) and Florida's Public Records Law (Article 1, Section 24, of the Florida Constitution). As such, the organization will follow all guidelines with regard to posting meeting that are open to the public and also allowing the public access to any records at Downtown Vision. In addition, we will also allow a public comment period at the beginning of each meeting.

**ARTICLE IV**

**BOARD OF DIRECTORS**

Section IV.1 General. The affairs of the corporation shall be managed under the direction of a Board of Directors of twenty-one individuals (or such greater number as may be determined by the Board of Directors) representative of diverse District interests as indicated by Exhibit B.

***Last Amended by Board of Directors on 09.23.2015***

Candidates for Directors shall be nominated by the Executive Committee. These names will then be approved by the Board of Directors and elected by the Members from among the categories set forth on Exhibit B. The Board may expand the board of Directors and add categories of Directors provided that the number of Directors in each category shown on Exhibit B shall not be reduced without a two-thirds vote of the Members. Board members shall be elected by majority vote of Members in attendance in person or by proxy at each annual meeting of the Membership or at special meetings of the Membership. Vacancies in the Board of Directors (including vacancies resulting from any increase in the number of Directors) shall be filled until the next annual or other meeting by the Directors remaining in office.

Section IV.2 Meetings of Directors. The Board of Directors shall meet monthly on such day as the Board may determine or at such other intervals as the Board may determine. Special meetings of the Board of Directors may be held at any time and may be called by the Chairman of the Board or any five Directors. The Chairman of the Board of Directors shall preside at meetings of the Board.

Section IV.3 Notice. Board meetings and meeting between two or more Board members pertaining to Downtown Vision issues will be advertised on our website in advance. Notice of special meetings of the Board of Directors shall be given by any reasonable means by the Secretary of the Corporation at least three days prior to the date of the meeting. Notice of any meeting may be waived in writing by any Director before, during or after the meeting.

Section IV.4 Quorum. Thirty Three percent (33%) of the total number of Directors shall constitute a quorum. Actions may be taken by the Board at any meeting, provided such action is taken at a regularly scheduled meeting or notice of the meeting has been duly given to all Directors as provided in Section 4.3 or such notice is duly waived by a majority of the Directors. The act of a majority of the Directors present at a meeting shall be the act of the Board of Directors, unless the act of a greater number shall be required specifically by the Articles of Incorporation or the Bylaws.

Section IV.5 Informal Action. Any action required by law to be taken at a meeting of the members of the Board of Directors, or any action which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action shall be signed by all of the Directors and other requirements of law are met.

Section IV.6 Written Consent; Proxies. A Director may consent in writing to action taken at a meeting, but proxies given by a Director to allow

another person to vote or discuss the corporation's business in his stead shall not be recognized.

Section IV.7 Executive Committee. The Board shall appoint an Executive Committee composed of the Chairman, the Downtown Investment Authority, Treasurer, the Vice Chairman, the Immediate Past-Chair and other Directors appointed from time to time by the Board, and its members shall serve until their successors are elected and qualify. The Executive Committee shall act upon pressing business between Board meetings. Action by the Executive Committee pursuant to this paragraph shall have the same effect as action of a full meeting of the Board. A majority of the members of the Executive Committee shall constitute a quorum. Candidates for the Executive Committee shall be nominated by the Chair and approved by the current Board of Directors. A past Board chair, still serving on the Board, may attend the Executive Committee meetings.

Section IV.8 Special Committees. Special committees may be created from time to time by the Board of Directors. Each such committee shall consist of members of the Board of Directors and/or other persons and shall be appointed by the Chairman of the Board of Directors unless the Board of Directors shall specifically provide otherwise in the resolutions establishing such committee. Members of any special committee shall serve or be removed at the pleasure of the Chairman of the Board of Directors if appointed by the Chairman, otherwise they shall serve at the pleasure of the Board and shall be subject to removal by a majority vote of the Board. The act of a majority of the members of a committee present at any meeting shall constitute the act of the committee.

Section 4.9 Advisory Board. An Advisory Board shall be created to undertake fact-finding, mentoring and other support to the Board. Advisory Board members will be selected by the Nominating Committee (the current chair and the two immediate past chairs). Advisory Board members will be able to attend Board meetings, but they will not be eligible to vote.

## **ARTICLE V**

### **OFFICERS**

Section V.1 Number. The officers of the corporation shall be a Chairman of the Board, one or more Vice Chairmen, a Chief Executive Officer, a Secretary and a Treasurer, and such other officers as may be designated by the Board of Directors. All officers shall be Directors except the Chief Executive Officer.

Section V.2 Election. Officers shall be nominated by the Executive Committee and elected by the Board of Directors. Officers shall serve for



***Last Amended by Board of Directors on 09.23.2015***

two-year terms or until their successors are chosen and qualify. Officers may be removed by the Board at any time without cause. The Board may elect an officer for a one-year term at its discretion.

Section V.3 Duties.

(a) The Chairman shall be the highest ranking officer of the corporation and shall chair all meetings of the Members, the Board of Directors and Executive Committee.

(b) The Vice Chairman shall have such duties as may be assigned by the Board. The Vice Chairman shall discharge the duties of the Chairman in the Chairman's absence.

(c) The Chief Executive Officer shall be the chief executive officer of the corporation and shall, in general, supervise and control the staff and the day-to-day business and affairs of the corporation, subject to the direction of the Chairman and Board of Directors. He or she shall be entitled to attend all meetings of the Board of Directors and of the Executive Committee except for meetings held in executive session. He or she shall discharge such other duties as may be prescribed by the Board of Directors.

(d) The Secretary shall be custodian of the seal of the corporation and shall affix the seal to all papers or instruments requiring it; shall be responsible for the official records of the corporation; and shall render such other services as the Board may determine. Assistant Secretaries may be appointed by the Board.

(e) The Treasurer shall be a member of the Board and perform all of the duties usually incident to the office of Treasurer of a corporation and such other duties as may be assigned to him or her by the Board of Directors, including reporting to the Board on the financial condition of the corporation; and the maintaining of corporate funds and financial records. Assistant Treasurers may be appointed by the Board.

**ARTICLE VI**

**AUDIT**

The Board of Directors shall arrange for an annual audit of the books of the corporation by an independent certified public accountant.

**ARTICLE VII**

**EXCULPATION OF DIRECTORS**

Section VII.1 Personal Actions. No Director or officer shall be liable to anyone for any acts in behalf of the corporation or any omissions with respect

to the corporation committed by him or her except for his or her own willful misconduct.

Section VII.2 Actions by Others. No Director or officer shall be liable to anyone for any acts or omissions on the part of any one or more of the other Directors or officers in the absence of direct and willful complicity on the part of such Director or officer in such acts or omissions, as would constitute willful misconduct.

Section VII.3 Insurance. The corporation is authorized to purchase and maintain directors' and officers' liability insurance for the protection of the corporation's officers and directors.

**ARTICLE VIII**

**AMENDMENTS**

Section VIII.1 Articles of Incorporation; Bylaws. The Articles of Incorporation or Bylaws may, under the provisions thereof, be amended by vote of the Board of Directors of the corporation at a regular meeting or special meeting called for that purpose. The Bylaws may also be amended by a majority of the Members and such amendment may specify that the provisions of such amendment may not be further modified without the vote of a majority of the Members. Any amendments to the Articles or Bylaws which modify the representation of the city on the Board of Directors or Executive Committee or which amend the goals and objectives of the Corporation shall be subject to approval of the City Council so long as the Enhanced Municipal Services Agreement is in effect.

**ARTICLE IX**

**FISCAL YEAR**

Unless otherwise designated by the Board of Directors, the fiscal year of the corporation shall consist of a period of 12 months ending on September 30 of each year.

**ARTICLE X**

**CORPORATE SEAL**

The Board of Directors of this corporation may adopt a seal in form satisfactory to the Board.

**ARTICLE XI**

**DISSOLUTION**

Upon dissolution, the assets of the corporation remaining after payment or reserve for the corporation's obligations shall be transferred to a governmental agency or nonprofit organization selected by the Board of Directors except that the Board may elect to distribute such excess assets to members to the extent of their contributions to the corporation, less any previously distributed assets.

## EXHIBIT A

The taxable real property described in Exhibit B to Ordinance 1999-1175, which property lies within the area approximately described on the following map:



## EXHIBIT B

Board Members shall be nominated by the Board of Directors and elected by the Members at the annual meeting of members or at any special meeting called for such purpose. In order to ensure representation of diverse District interests the Board shall be elected from among the following categories:

(a) Large Owners/Tenants. Six Board members shall be representatives of the top fifteen owners (including affiliates of such owners, called "Owners") of property in the district by taxable value or Major Tenants of such Owners. "

(b) Small Owners/Tenants. Three Board members shall be representatives of Owners of other properties in the District or their majority Tenants.

(c) City. The CEO of the Downtown Investment Authority shall be a member of the Board and the Executive Committee. The City Council President or his or her designee shall be a member of the Board.

(d) Merchants. One member of the Board shall be a representative of retail merchants in the District. "Retail merchants" shall include owners or operators of stores, restaurants, theaters, service industries or other businesses catering primarily to the general public.

(e) Non-Profit Organizations. One member of the Board shall be a representative of non-profit organizations located in or serving a constituency in the District.

(f) At-Large Members. Seven members of the Board shall be elected at large.

(g) Residential Members. Two members of the Board shall be residential developers, residents, or residential managers within the boundaries of the Downtown DRI.

(h) Chamber of Commerce. One member shall be from the Chamber of Commerce Downtown Revitalization Committee

Board members' terms (other than members serving pursuant to subparagraph C above) shall be for three years with terms staggered so that approximately one-third of the Board is subject to election each year. Approximately two-thirds of the Board members shall serve one or two-year terms initially in order to effectuate staggered terms. Board members may be re-elected for successive terms.

A Board member who ceases to be a representative of an Owner shall be entitled to complete his or her term of office. A "representative" of an Owner or other person shall be an Owner or a partner, officer, employee or agent of the Owner or such

***Last Amended by Board of Directors on 09.23.2015***

person as determined in good faith by the Board. Particular Owners, Tenants and others shall have no right to designate Board members.