

**SECOND AMENDED AND RESTATED FUNDING AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
THE JACKSONVILLE TRANSPORTATION AUTHORITY
FOR
DOOR TO STORE TRANSPORTATION PROGRAM**

THIS SECOND AMENDED AND RESTATED FUNDING AGREEMENT (this “Agreement”) for the Door to Store Transportation Program is made as of this _____ day of _____, 2022 (the “Effective Date”), by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the “City”), and the **JACKSONVILLE TRANSPORTATION AUTHORITY**, a body corporate and politic in Duval County, Florida and an agency of the State of Florida (“JTA”).

RECITALS:

WHEREAS, the City recognizes that the health and well-being of segments of the population of the City are being adversely impacted by the unavailability of ready access to basic, affordable, and wholesome fresh food; and

WHEREAS, the City desires to promote better health outcomes within the Northwest Jacksonville Economic Development Area (the “Area”) by providing members of this community access to fresh foods such as fruits, vegetables, and meats; and

WHEREAS, citizens in the Area have limited availability to transportation convenient and necessary to ensure fresh foods remain cool during trips from grocery stores; and

WHEREAS, some residents of the Area may have to walk significant distances in order to catch mass transit and are thus less likely to purchase fresh foods absent convenient and reliable transportation to grocery stores a significant distance away; and

WHEREAS, pursuant to Ordinance 2019-812-E, the City and JTA partnered together to administer a Pilot Transportation Program, a component of the “Full Service Grocery Store Improvement Program,” to provide on-demand, curb-to-curb round trip transportation services connecting Area residents to several full service grocery stores; and

WHEREAS, as set forth in Ordinance 2021-46-E, the City and JTA agreed to continue offering this transportation opportunity to Area residents marketing this service as the “Door to Store Transportation Program” (the “Program”); and

WHEREAS, the City and JTA entered into that certain Funding Agreement with respect to the Program as authorized by Ordinance 2021-46-E, which was amended and restated by that certain Amended and Restated Funding Agreement dated July 1, 2021 as authorized by Ordinance 2021-140-E (together, the “Prior Agreement”); and

WHEREAS, City and JTA desire, as of the Effective Date, to amend, restate and replace the Prior Agreement with this Agreement for all purposes thereunder.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. Recitals. The recitals above are true and correct and incorporated into this Agreement by this reference.
2. Agreement Term. The term of this Agreement shall begin on March 1, 2022 and shall expire on the earlier of (i) the date that the Program Funds have been expended, and (ii) September 30, 2023.
3. Maximum Indebtedness. Pursuant to Ordinance 2021-46-E the City appropriated Fifty Thousand and 00/100 Dollars (\$50,000.00) for the Program and authorized JTA to retain up to \$25,000.00 previously paid to JTA pursuant to that certain Funding Agreement between the City and JTA dated January 6, 2020, as authorized under Ordinance 2019-812-E, to support the Program (collectively, the “Program Funds”). JTA acknowledges and agrees that the City has paid JTA all of the Program Funds. JTA hereby represents to the City that approximately Fifty-One Thousand Dollars (\$51,000.00) of the Program Funds paid to JTA have not yet been expended on the Program. JTA and the City agree that JTA may retain all unspent Program Funds subject to the terms and conditions of this Agreement, including, without limitation, Section 6 below. JTA acknowledges and agrees that the City has not appropriated any funds in addition to the Program Funds and, as such, the maximum indebtedness of the City pursuant to this Agreement is Zero Dollars (\$0.00). Program Funds shall be used solely and exclusively to fund the Program and for no other purpose. Any Program Funds remaining unspent upon termination or expiration of this Agreement shall be returned to the City in accordance with this Agreement.
4. Reporting. During the term of this Agreement, JTA will provide a monthly report to the City consisting of the following information:
 - a) Amount of funds that have been spent to date.
 - b) The purpose for which the funds were used.
 - c) A count of the number of trips to and from each of the grocery stores within the modified ReadIRide area by address/location.
5. Guidelines. JTA shall abide by the guidelines set forth in Ordinance 2019-768-E for administration of the Program.
6. Program Funds; Reconciliation. The Program Funds shall only be spent on costs related to marketing the Program and subsidizing the cost of \$20.00 per trip (one-way), for a total of \$40.00 per round trip, that JTA currently pays to the ReadIRide contractor. JTA shall provide to City’s Office of Economic Development a financial true-up and reconciliation of Program

Fund expenditures at the expiration or earlier termination of this Agreement. All unspent Program Funds and any expenditures deemed to be disallowed by the City's Office of Economic Development shall be repaid to the City within thirty (30) days of the expiration or earlier termination of this Agreement.

7. Scope of Service. The parties desire to continue providing this Program understanding it has proven to be a useful tool to assist in addressing the food desert crisis in northwest Jacksonville. The foundation of this Program stems from JTA's ReadIRide transportation service which covers eight different zones throughout Jacksonville. ReadIRide is an on-demand service through which customers can call in to request a ride to a destination within any of the eight zones (mobile app for hailing rides currently in development).

The ReadIRide service currently operates in the northwest portion of Jacksonville (called the "Northside Zone") and allows customers to reserve roundtrip "to" and "from" transportation at the same time. The Program is a component of the Northside ReadIRide service and has proved to be a successful tool for increasing the mobility of customers in the Northside Zone who need improved access to fresh food.

The Program will operate from 6 am - 7 pm Monday through Saturday and may include trips to/from the Jacksonville Farmers Market and the nine (9) grocery stores identified within the Northside Zone as identified on Exhibit C, attached hereto and incorporated herein by this reference. No service is provided on Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas, and New Year's Day. A reservation for this service must be made two (2) hours in advance and can be scheduled as early as up to a week in advance. There is a pick-up window of 15 minutes before the appointment and 15 minutes after the appointment. Citizens who utilize the ReadIRide service as part of this Program shall not be charged a fee for this service.

JTA shall as a part of the Program:

- a. Ensure there are multiple ways for customers to schedule initial and return trip transportation service to/from the grocery store(s);
 - b. Provide a dedicated phone tree option for scheduling the initial and return trip to grocery store at the same time; and
 - b. Provide continued marketing of the service.
8. JTA agrees to perform the Program services as described herein under the general coordination of the City of Jacksonville's Office of Economic Development. The City and JTA's contacts and addresses (for notices) are:

Economic Development Officer
City of Jacksonville
Office of Economic Development
117 West Duval Street, Suite 275
Jacksonville, Florida 32202

Jacksonville Transportation Authority
100 LaVilla Center Drive
Jacksonville, Florida 32204

9. JTA shall indemnify the City as provided for in **Exhibit A**, attached hereto and incorporated herein by this reference.
10. JTA shall procure and maintain at its sole expense during the life of this Agreement, insurance of the types and limits and in amounts not less than the amounts required by **Exhibit B**, attached hereto and incorporated herein by this reference.
11. JTA shall not assign any rights or duties under this Agreement to any other party without the prior written permission of the City. If JTA attempts to assign any rights or duties without securing prior written permission, this Agreement shall be void and JTA shall remit to the City an amount equal to all Program Funds previously paid within five (5) days from demand.
12. In case of a breach of this Agreement, other than one that endangers the life or health of a person or otherwise will create imminent harm in the opinion of the City in which case there shall be no cure period, JTA will have thirty (30) days after notice from City to cure the defect. The City will have all of its remedies at law and in equity to enforce this Agreement or collect its damages arising from the breach by JTA of this Agreement beyond any applicable cure period.
13. In its performance of this Agreement, JTA must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances (hereinafter collectively referred to as the "Laws"), as such Laws exist and may be amended from time to time. Such Laws shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Sunshine Law).
14. JTA 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. JTA 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 JTA shall not be required to produce for inspection records covering periods of time more than 1 year prior to the day and year first above written. JTA agrees that if any of the services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Section 14 shall be incorporated into and become a part of the subcontract.
15. *Time is of the essence* in the performance by any party of its obligations hereunder. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall

be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays, and legal holidays shall not be considered business days.

16. The failure or delay by either party in asserting any of its rights or remedies as to any default hereunder shall not constitute a waiver of such default or any other default or of related rights or remedies. If any provision of this Agreement is determined to be invalid, and the invalid provision is not a material part of this Agreement in the opinion of the City, the invalidity of the provision shall not impair the operation of or have any other effect on the remaining provisions of this Agreement.
17. This Agreement amends and restates the Prior Agreement in its entirety and represents the entire Agreement between the parties with respect to its subject matter. The execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any of the City's rights, powers or remedies under the Prior Agreement or constitute a waiver of any provision of the Prior Agreement other than as set forth herein. Delivery and acceptance of this Agreement shall not evidence release or satisfaction of or a novation with respect to the Prior Agreement or any obligations of JTA thereunder. No statement, understanding, writing, course of action, or course of conduct by the parties or their authorized representatives is binding unless contained in this Agreement. This Agreement may be amended only by written amendment signed by the authorized representatives of the parties

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the date first written above.

WITNESS:

JACKSONVILLE TRANSPORTATION AUTHORITY, a body corporate and politic and an agency of the State of Florida

By: _____
Print Name: _____

By: _____
As _____

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

ATTEST:

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

By: _____
Lenny Curry, Mayor

Encumbrance and funding information for internal City use:

Amount.....\$

In accordance with Section 24.103(e), of 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; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Agreement. Actual encumbrance[s] shall be made by subsequent purchase order[s] as specified in said Agreement.

Director of Finance
City Contract # _____
Purchase Order # _____

Form Approved:

By: _____
Office of General Counsel

Exhibit A INDEMNIFICATION

JTA shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees, and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs, and expenses of whatsoever kind or nature, which may be incurred by, charged, to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Agreement, operations, services, or work performed hereunder; and

2. Environmental Liability, to the extent this Agreement contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up, or damages whether arising out of or relating to the operation or other activities performed in connection with the Agreement; and

3. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Agreement constitutes an infringement of any copyright, patent, trade secret, or any other intellectual property right. If in any suit or proceeding, the Services or any product generated by the Services is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall immediately make every reasonable effort to secure within 60 days for the Indemnified Parties a license authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to City so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Agreement, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **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 the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Exhibit B
INSURANCE REQUIREMENTS

Without limiting its liability under this Agreement, JTA shall 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 JTA shall require its, subcontractors, laborers, materialmen, and suppliers to provide, as applicable), insurance of the types and limits and in amounts not less than the amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$ 100,000 Each Accident \$ 500,000 Disease Policy Limit \$ 100,000 Each Employee/Disease

This insurance shall cover JTA (and, to the extent they are not otherwise insured, its 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

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 Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

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).

Professional Liability \$1,000,000 per Claim and Aggregate

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement and with a three year reporting option beyond the annual expiration date of the policy.

Sexual Molestation \$1,000,000 Per Claim
\$2,000,000 Aggregate

Sexual Molestation Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain Pollution Liability coverage. Such Coverage will include bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or 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 costs, 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 arise 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 contract 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 contract.

Additional Insurance Provisions

- A. **Additional Insured.** All insurance except Workers' Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2026, and for Automobile Liability in a form no more restrictive than 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 its members, officials, officers, employees, and agents.
- C. **JTA's Insurance Primary.** The insurance provided by JTA 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 City members, officials, officers, employees and agents.
- D. **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 JTA. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.
- E. **JTA's Insurance Additional Remedy.** Compliance with the insurance requirements of this Agreement shall not limit the liability of JTA or its subcontractors, employees, or agents to the City or others. Any remedy provided to the City or the City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
- F. **Waiver/Estoppel.** Neither City's approval of, nor its failure to disapprove, the insurance furnished by JTA shall relieve JTA of its full responsibility to provide insurance as required under this Agreement.
- G. **Certificates of Insurance.** JTA shall provide the City Certificates of Insurance that show the corresponding City Contract 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.
- H. **Carrier Qualifications.** The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, 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.

- I. Notice. JTA 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 through expiration or non-renewal. If such endorsement is not provided, JTA, as applicable, shall provide a thirty (30) days' written notice of any change in the above coverages or limits, or of coverages' being suspended, voided, or cancelled, including through expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of JTA under this Agreement 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 City also be named as an additional insured.
- L. Special Provisions. Prior to executing this Agreement, JTA shall present this Agreement and **Exhibits A and B** to its insurance agent affirming that: 1) the agent has personally reviewed the insurance requirements of the Agreement, and (2) the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of JTA.

Exhibit C

JTA READIRIDE AREA AND PROGRAM STORES

Walmart Supercenter
12100 Lem Turner Road
(4.8 Miles from
Edgewood Ave.)

