

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF JACKSONVILLE, FLORIDA,
AND
AMERIPRO, LLC
FOR
ASSISTANCE FOR SPECIAL EVENTS AND DECLARED EMERGENCIES**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into this _____ day of _____, 2019, by and between the CITY OF JACKSONVILLE (hereinafter "Jacksonville"), for and on behalf of its Jacksonville Fire and Rescue Department (hereinafter "JFRD"), and AMERIPRO, LLC, a foreign profit corporation with principal address at 1560 Sawgrass Corporate Parkway, 4th Floor, Sunrise, FL 33323 (hereinafter "AmeriPro"), to provide assistance to JFRD for special events and declared emergencies.

WHEREAS, within the last two years, Jacksonville has been directly impacted by two major hurricanes which have resulted in an official Declaration of Emergency by the Mayor of Jacksonville; and

WHEREAS, major sporting events such as the annual Florida/Georgia Football Classic, Jacksonville Jaguar NFL football games, and other local events can impact JFRD's resources and its ability to provide adequate 9-1-1 services to the community; and

WHEREAS, pursuant to Ordinance _____, the Jacksonville City Council granted to AmeriPro a Certificate of Public Convenience and Necessity (COPCN) for emergency medical transportation services; and

WHEREAS, as a condition to the issuance of the COPCN, AmeriPro has agreed to relocate additional resources from its other operating areas to Jacksonville in the event of a declared emergency and to partner with JFRD to meet the imminent needs of the citizens of Jacksonville, including but not limited to hospital and nursing home evacuations and responses to 9-1-1 emergencies;

NOW THEREFORE, in consideration of the foregoing, the parties hereto do hereby covenant and agree as follows:

1. **Statement of Purpose.** The purpose of this MOU is to memorialize AmeriPro's intent to relocate additional resources from its other operating areas to Jacksonville in the event of a declared emergency and to partner with JFRD to meet the imminent needs of the citizens of

Jacksonville, including but not limited to hospital and nursing home evacuations and responses to 9-1-1 emergencies.

2. **Responsibilities of JFRD.** JFRD shall be responsible for notifying AmeriPro of declared emergencies and events requiring AmeriPro's assistance to JFRD in responding to 9-1-1 emergencies, including those occasioned by special and major sporting events.

3. **Responsibilities of AmeriPro.** AmeriPro shall relocate additional resources from its other operating areas to Jacksonville in the event the Mayor of Jacksonville declares a state of emergency. AmeriPro shall also assist JFRD in responding to 9-1-1 emergencies, including but not limited to 9-1-1 emergencies resulting from special and major sporting events.

4. **Term of MOU.** The term of this MOU shall commence on the date first written above and shall continue and remain in full force and effect as to all of the terms, conditions, and provisions set forth herein for so long as AmeriPro performs under the COPCN.

5. **Indemnification.** See Exhibit A

6. **Insurance.** See Exhibit B

7. **Jacksonville Self-Insured.** Jacksonville is self-insured and its obligations with respect thereto are controlled by the provisions and limitations of § 768.28, Florida Statutes, the provisions of which are not altered, expanded, or waived.

8. **Governing Law/Venue.** This MOU shall be governed by and construed in accordance with the laws of the State of Florida and the ordinances of the City of Jacksonville. Venue for any action arising out of this MOU shall lie in the jurisdictional courts of Duval County, Florida.

9. **Modification of MOU.** Modification of this MOU shall be made through written amendment by mutual consent of both parties and attached to this MOU.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum of Understanding, in duplicate, the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

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

By: _____
Lenny Curry
Mayor

WITNESS:

AMERIPRO, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Form Approved

Office of General Counsel

EXHIBIT A INDEMNIFICATION

AmeriPro 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, 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 MOU, operations, services, or work performed hereunder; and

2. Environmental Liability, to the extent this MOU 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 MOU; and

3. Intellectual Property Liability, to the extent this MOU 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 MOU 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 the Indemnified Parties so that the service or product is non-infringing.

If an Indemnifying Party exercises its rights under this MOU, 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 MOU or otherwise. Such terms of indemnity shall survive the expiration or termination of the MOU.**

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 MOU, AmeriPro shall procure prior to commencement of work and maintain at its sole expense during the life of this MOU (and AmeriPro shall require its subcontractors, laborers, materialmen, and suppliers to provide, as applicable), insurance of the types and limits and in amounts not less than those stated below:

Insurance Coverages

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

This insurance shall cover AmeriPro (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 \$2,000,000 \$1,000,000 \$1,000,000 \$ 50,000 \$ 5,000	General Aggregate Products & Comp. Ops. Agg. Personal/Advertising Injury Each Occurrence Fire Damage Medical Expenses
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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 Jacksonville's Office of Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability (Coverage for all automobiles, owned, hired or non-owned, used in performance of the MOU)	\$1,000,000 Combined Single Limit
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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, and 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
(Including Medical Malpractice when applicable)

Any entity hired to perform professional services as a part of this MOU 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 MOU 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

(Only if services include direct supervision of children, special needs, and/or senior citizens)

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 MOU. If provided on a Claims 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.

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 CG2010 and CG2037, 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. **AmeriPro's Insurance Primary.** The insurance provided by AmeriPro 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, or agents.
- D. **Deductible or Self-Insured Retention Provisions.** All deductibles and self-insured retentions associated with coverages required for compliance with this MOU shall remain the sole and exclusive responsibility of the named insured AmeriPro. 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 MOU.
- E. **AmeriPro's Insurance Additional Remedy.** Compliance with the insurance requirements of this MOU shall not limit the liability of AmeriPro or its subcontractors, employees, or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this MOU or otherwise.
- F. **Waiver/Estoppel.** Neither approval by City of, nor its failure to disapprove, the insurance furnished by AmeriPro shall relieve AmeriPro of its full responsibility to provide insurance as required under this MOU.
- G. **Certificates of Insurance.** AmeriPro 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.** AmeriPro 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, AmeriPro shall provide 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 AmeriPro under this MOU shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.
- K. **Additional Insurance.** Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.
- L. **Special Provisions:** Prior to executing this MOU, AmeriPro shall present this MOU and Exhibits A and B to its insurance agent affirming: 1) that the agent has personally reviewed the insurance requirements of the MOU, and (2) that the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of AmeriPro.