

**FUNDING AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
THE JACKSONVILLE TRANSPORTATION AUTHORITY  
FOR  
PILOT TRANSPORTATION PROGRAM**

**THIS FUNDING AGREEMENT** (the "Agreement") for a pilot transportation program is made this \_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a municipal corporation existing under the Constitution and 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 access to the community 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**, as set forth in Ordinance 2018-195-E, the City desires to incentivize the operation of new supermarkets and healthy food programs within the Area; and

**WHEREAS**, the City desires to partner with JTA to fund a grant for a pilot transportation program approved by Ordinance 2019-245-E entitled "Full Service Grocery Store Improvement Program" (the "Program") for one year; and

**WHEREAS**, City Council approved an appropriation of Ninety-Five Thousand and 00/100 Dollars (\$95,000.00) for the Program; 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. The recitals above are true and correct and incorporated into this Agreement by this reference.
2. The term of this Agreement is from the Effective Date through \_\_\_\_\_, 2021.

3. Ordinance 2019-\_\_\_\_-E appropriated Ninety-Five Thousand and 00/100 Dollars (\$95,000.00) for the Program, which amount is the maximum indebtedness of the City pursuant to this Agreement.

4. Subject to the terms of this Agreement, JTA accepts the funds appropriated for the purposes for which the funds were appropriated and for no other purposes.

5. As required by section 118.201, Jacksonville Ordinance Code, JTA:

(a) Consents to abide by Ch. 119, Florida Statutes, and successors thereto, as they may be amended from time to time.

(b) Agrees to return within 15 days of demand therefor the City funds appropriated to JTA in the current or prior fiscal years upon the City Council's, Council Auditor's, or Grant Monitor's finding that the terms of this Agreement executed by the recipient with the City, the provisions of the appropriation, or the provisions of Chapter 118, Jacksonville Ordinance Code, have been violated.

(c) Agrees to return to the City the funds expended for disallowed expenditures as determined by the City Council, Council Auditor, or Grant Monitor in accordance with Part 4 of Chapter 118, Jacksonville Ordinance Code.

(d) Consents to:

(i) Such audits of the financial affairs of JTA by the Council Auditor's Office as the Council Auditor may require.

(ii) Producing the documents required by the Council Auditor.

(iii) Furnishing an annual report of receipts and expenditures of City funds in such form as the Council Auditor shall prescribe. This report shall be certified as to its accuracy by the Financial Officer or Treasurer of JTA.

(iv) Quarterly reports monitored by the City's Office of Economic Development, which is responsible for the administration of JTA's funding. These reports shall identify the number of riders, and customer satisfaction.

(e) Notwithstanding the reporting requirements of this Agreement and the Ordinance Code, JTA shall not submit any information to City in violation of privacy rights under the provisions of applicable federal, state, or local laws.

(f) Will provide upon request:

(i) Modified Readiride boundary as attached (Exhibit C).

(ii) Funding for using the service in the form of subsidized rides.

(iii) Dedicated phone tree option for scheduling initial and return trip to grocery store.

(iv) Marketing of the service (includes door-to-door campaign, digital ads, promoted social media ads).

6. Payment will be based upon four (4) quarterly draws of Twenty-Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$23,750.00), with the first draw due on the date of this Funding Agreement and three (3) additional quarterly draws on the same day of the month as the initial draw every three (3) months thereafter until the total funding of Ninety-Five Thousand and 00/100 Dollars (\$95,000.00) provided by this Funding Agreement is exhausted; reasonable retainages until all reports, audits or accountings are provided by JTA and accepted by the City.

7. JTA agrees to perform the services for which the appropriations are made under the general coordination of the Office of Economic Development, City of Jacksonville. 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  
121 West Forsyth Street  
Jacksonville, Florida 32202

8. JTA shall indemnify the City as provided for in **Exhibit A**, attached hereto and incorporated herein by this reference.

9. 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.

10. 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 all payments made pursuant to this Agreement for the entire term of the Agreement within five days from demand.

11. 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 City, JTA will have 30 days' after notice from City to cure the defect. If the defect is not timely cured, 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.

12. 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).

13. 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.

14. 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.

15. 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.

16. This Agreement represents the entire Agreement between the parties with respect to its subject matter. 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

Form Approved:

\_\_\_\_\_  
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 Buyer, 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
<b>Worker's Compensation</b>	Florida Statutory Coverage
<b>Employer's Liability</b>	\$ 100,000 Each Accident \$ 500,000 Disease Policy Limit \$ 100,000 Each Employee/Disease

This insurance shall cover the Farm Share (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.

<b>Commercial General Liability</b>	\$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 Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

<b>Automobile Liability</b> (Coverage for all automobiles owned, hired or non-owned used in performance of the Agreement)	\$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, 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 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 Agreement or otherwise.
- F. Waiver/Estoppel. Neither City's approval of, nor its failure to disapprove, the insurance furnished by JTA shall relieve JTA Farm 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: 1) that the Agent has personally reviewed the insurance requirements of the Agreement, and (2) that the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of JTA.

