

**MEMORANDUM OF AGREEMENT
BETWEEN
JACKSONVILLE TRANSPORTATION AUTHORITY
AND
JACKSONVILLE SHERIFF'S OFFICE**

This **MEMORANDUM OF AGREEMENT** (the "Agreement"), made and entered into as of this _____ day of _____, 2020 between the **JACKSONVILLE TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 349, Florida Statutes, whose business address is 100 LaVilla Center Dr. Jacksonville, FL 32204 (hereinafter the "JTA" or the "Authority") and **JACKSONVILLE SHERIFF'S OFFICE** (hereinafter "JSO") a joint city-county governmental law enforcement agency whose principal business address is 501 E. Bay Street, Jacksonville, Florida 32202. JTA and JSO may hereinafter be individually referred to as a "Party" and collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the Authority provides various essential mass transportation services throughout Duval County, Florida, including the design and construction of bridges and highways, express and regular bus service, community shuttles, a downtown Skyway monorail, a trolley service, a Game Day Xpress for various sporting events, paratransit service for the disabled and elderly, the St. Johns River Ferry, and ride request on demand services; and,

WHEREAS, the Authority recently completed construction of the Jacksonville Regional Transportation Center ("JRTC") which will house the Authority's administrative offices and be the hub of mass transportation services offered to the citizens of Duval County, Florida and the Northeast Florida region; and,

WHEREAS, the reliability and continuity of the mass transportation services offered at the JRTC and throughout the Authority's mass transportation system are vital to the quality of life, economic viability and security of the citizens of Duval County, Florida and the Northeast Florida region; and,

WHEREAS, the mass transportation services provided by the Authority requires the development and implementation of a security program designed to provide adequate and appropriate security to address threats, as well as to ensure compliance with local, state and federal standards and regulations; and,

WHEREAS, the geographic dispersion and variety of JTA's infrastructure, operations and properties results in significant risk which could impact its ability to provide the mass transportation services effectively; and,

WHEREAS, JSO is lawfully empowered with law enforcement jurisdiction throughout Duval County, including the boundaries of all properties owned/operated by JTA within Duval County; and,

WHEREAS, JTA and JSO mutually agree that the assignment of law enforcement officers at JTA will serve to reduce the risk as well as aid in the proper investigation and prosecution of any unlawful activity; and,

WHEREAS, the officers of JSO are uniquely qualified to perform law enforcement-related functions in support of JTA's security efforts; and,

WHEREAS, the JSO is prepared to assist the Authority in its efforts to protect its ability to provide the mass transportation services and to assist in the implementation of the desired security requirements; and,

WHEREAS, JTA and JSO desire to enter into this Agreement to memorialize their mutual understanding regarding the assignment of JSO personnel and equipment at JTA.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. RECITALS

The Parties agree that all the foregoing recitals are true and correct and are hereby incorporated by reference herein.

2. SCOPE OF WORK

JSO agrees to provide services as described in **Exhibit A** of this Agreement. JSO acknowledges that any additional services may only be assigned by Authority's Chief Executive Officer, Authority's SVP/Chief Administrative Officer and/or AVP/ Chief Safety Officer.

3. COMPENSATION

- a. JTA shall reimburse JSO the cost of salary and benefits for the officers assigned to JTA pursuant to this Agreement including any overtime that may be required by JTA to provide relief while the officers are on annual leave, holidays, in-service training, or other time off. The total compensation for the salary, overtime, and benefits for the officers shall not exceed \$1,745,750.00 for the term of this Agreement. Any additional expenses incurred will require pre-approval from the designated JTA staff member referenced in Paragraph 1.
- b. JTA shall also reimburse all JSO vehicle related costs, including the purchase and necessary maintenance costs such as oil, fluids and tires for the JSO vehicle. The total compensation for all vehicle related costs shall not exceed \$79,900 for the term of this Agreement.

- c. The Authority will make payments to JSO based upon approved invoices and supporting documentation and deliverables within thirty (30) days of the receipt by the Authority of a complete invoice. All invoices shall be sent to the attention of the Accounts Payable Office at accountspayable@jtafla.com, and shall include back-up documentation as required by the Authority. Invoice payment requirements do not start until a properly completed invoice is provided to the Authority. If an invoice is not approved, in whole or in part, the Authority will inform JSO of the issue and JSO will not be paid until the issue has been resolved to the satisfaction of the Authority.

4. TERM OF AGREEMENT AND TERMINATION

- a. This Agreement shall be effective on the date first written above and lasting for five (5) years thereafter. The term of the Agreement may be extended by mutual written consent of both Parties.
- b. Either Party may terminate this Agreement, in whole or in part, for any reason, by providing thirty (30) days advance written notice to the other Party.
- c. After the effective date of termination, the Authority will only pay for work/services already performed and goods already delivered and accepted in accordance with the terms of the Agreement. At the discretion of the Authority, the Authority may make an equitable adjustment to the compensation due to JSO, but under no circumstances shall JSO be entitled to payment for any anticipatory compensation, for work/services not yet performed, or for goods not accepted by the Authority.

5. CONFIDENTIALITY

- a. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. Additionally, "Confidential Information" shall also include any and all personal, protected or otherwise sensitive information which the Receiving Party might be exposed to during the day to day operations of the Disclosing Party.
- b. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

- c. **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

- d. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

6. PUBLIC RECORDS AND RELATED INQUIRIES

- a. The Parties acknowledge that they are each subject to the Florida Public Records Law, the Government in the Sunshine Act, and possibly the Freedom of Information Act (FOIA), and that in compliance therewith, unless exempt from disclosure, either Party may disseminate or make available to any person, without the consent of the other Party, information regarding this Agreement, whether electronic, written, or oral, furnished by one Party to the other under this Agreement, and that copies of work products and related materials prepared or received under this Agreement are public records.

- b. A Party shall immediately provide the other Party with a copy of any Request to Inspect or Copy Public Records in its possession and a Party shall also promptly provide the other Party with a copy of the proposed response to each such request.

- c. **Media and Other Inquiries.** All media and other inquiries concerning this Agreement shall be directed to the Authority's AVP, Communications & Marketing and the JSO's Public Information Officer. Neither Party shall make any statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, without the other Party's

written consent. However, either Party may communicate directly with public agencies when required to do so as part of the services to be performed hereunder.

7. INSURANCE REQUIREMENTS

The JSO agrees to maintain insurance as required by law.

8. CONFLICT OF INTEREST

- a. A Party shall not promise any employee of the other Party, whose duties include matters relating to or affecting the subject matter of this Agreement, compensation of any kind or nature, while such employee is employed by the other Party, or for one (1) year thereafter.
- b. Both Parties affirm that they will not take part in any activities that will be a conflict of interest with each other or that would appear to compromise the integrity of the other. A Party shall provide the other Party written notice immediately upon occurrence or first identification of any potential conflict-of-interest situation.

9. INDEMNIFICATION

Subject to the provisions of 768.28 Fla. Stat., which provisions are not expanded, altered or waived beyond the statutory limits contained therein, each Party shall indemnify and hold harmless the other Party and its Board of Directors, officers, and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Party and other persons or entities employed or utilized by the Party in the performance of this Agreement. The provisions of this Paragraph shall survive the termination of this Agreement. The indemnification obligation hereunder shall not be limited in any way by amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefits acts, or other employee benefit acts.

10. EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION

Both Parties will comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, creed, color, sex, sexual orientation, gender identity, national origin, age, disability, religion, or family status in the performance of work under this Agreement. Each Party assures the other Party that it will comply with pertinent statutes, executive orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, sex, sexual orientation, gender identity, national origin, age, disability, religion, or family status be excluded from participating in any activity conducted under this Agreement.

11. NON-EXCLUSIVE AGREEMENT

This Agreement is not exclusive. The Authority expressly reserves the right to contract with other parties for performance of services such as those described herein.

12. MISCELLANEOUS

- a. Neither Party is the others Party's agent. Neither Party is authorized to act as the other Party's agent and shall have no authority, expressed or implied, to act for or bind the other Party, unless otherwise expressly set forth for a particular purpose in a separate writing.
- b. Governing Laws. This Agreement and the rights of the Parties hereunder shall be construed and enforced in accordance with the laws of the State of Florida.
- c. Member Protection. No recourse under or upon any obligation, covenant, or agreement contained in this Agreement or any other agreements or documents pertaining to the work, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against a Party or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, whether under or independent of this Agreement, shall be had against any Board Member, officer, employee or agent, as such, past, present or future, of either Party, either directly or indirectly, for any claim arising out of this Agreement, or for any sum that may be due and unpaid by the Authority. Any and all personal liability of every nature, whether at common law, in equity, by statute, by constitution or otherwise, of either Party's member, officer, employee, or agent as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement, or for the payment for or to the Authority, or any receiver

therefore or otherwise, of any sum that may remain due and unpaid by the Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

- d. Advertising. Neither Party will use the name of the other Party or quote the opinion of any employees of a Party or refer to a Party directly or indirectly in any promotional literature or correspondence, news release, advertisement, or release to any professional or trade publications without receiving specific written approval for such use or release from the other Party.
- e. Assignments. This Agreement is binding upon the Parties hereto and their respective successors and assigns. The JSO shall not assign, sell, or transfer its interest in this Agreement without the Authority's express written consent.
- f. Modifications. This Agreement may be modified or amended only by a writing signed by each of the Parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing, or modifying this Agreement. No additional services shall be performed until such additional services are provided for in an Amendment executed by both Parties.
- g. Standard of Care. The JSO shall perform all services in a manner that is consistent with the level of reasonable care, skill, judgment and ability provided by others providing a similar type of service in the same geographic area. The standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement or any document incorporated or referenced herein.
- h. Relationships. Nothing contained in this Agreement shall be deemed to constitute either Party a partner, joint venturer or employee of the other Party for any purpose.
- i. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the Parties.
- j. Integration. This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both Parties.
- k. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

- l. This Agreement fully and completely expresses the agreement of the parties with respect to the matters contained herein and shall not be modified or further amended except by written agreement executed by each of the Parties hereto. The JSO understands and agrees that no representations of any kind whatsoever have been made to it other than as appear in this Agreement, that it has not relied on any such representations and that no claim that it has so relied on may be made at any time and for any purpose.

- m. This Agreement may be executed in any number of counterparts, each of which shall be deemed original; however, all of which when taken together shall constitute one and the same instrument.

- n. Electronic Signatures. This Agreement and all Ancillary Documents may be executed by providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.

(signatures on next page)

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement, effective as of the date indicated above.

JACKSONVILLE SHERRIFF'S OFFICE:

By: _____

Printed Name: _____

Title: _____

JACKSONVILLE TRANSPORTATION AUTHORITY:

By: *Nathaniel P. Ford Sr.* _____

Printed Name: Nathaniel P. Ford Sr. _____

Title: April 8, 2020 _____

APPROVED AS TO FORM:

By: Cleveland Ferguson
Cleveland Ferguson III, SVP/Chief Administrative Officer

Execute in Triplicate Distribution (electronic):

1. JSO
2. JTA Contract Repository
3. JTA Project Manager – User Department

EXHIBIT A

1. JSO will provide two (2) sworn uniformed law enforcement officers who will be assigned an office located at the Jacksonville Regional Transportation Center at LaVilla.
2. Each officer assigned to JTA will work a separate shift.
3. JTA will provide an office, a JTA computer, telephone, facsimile machine and reasonable office supplies.
4. Any vehicle utilized under this Agreement will be a marked JSO patrol car.
5. While on duty the officers assigned to JTA by JSO will be provided full cooperation of all JTA employees and security personnel in the manner deemed necessary by the officers. If called upon by an officer, JTA's employees and security personnel will provide assistance in the investigation of offenses or suspicious activities or provide any other operational support requested by the officer.
6. The officers assigned to JTA by JSO will be selected in coordination with JTA's AVP/Chief Safety Officer. The final selection will be made by JSO.
7. The officer's work hours, as well as annual leave, in-service training and other time-off, will be coordinated with JTA's AVP/Chief Safety Officer; however, JSO will have the exclusive authority to determine the officers assigned and shift assignment for the officers assigned to JTA.
8. The officers assigned by JSO will be qualified and authorized under state and local laws to perform the applicable services, whether by appropriate license, registration, certification, or other authorization.
9. The officers assigned to JTA, pursuant to the Agreement, shall remain subject to the supervision and control of the JSO supervisory and command personnel at all times.
10. JTA's AVP/Chief Safety Officer is responsible for development, implementation, and execution of JTA's security policies and operations, including duties and responsibilities of the assigned officers with regard to such policies and operations.
11. JTA security policies and procedures will be followed when the JTA policies and procedures do not conflict with JSO policies and procedures. In the event of a conflict, the officer will follow JSO policies and procedures.
12. The Parties agree that JTA will be responsible for all aspects of the implementation of its security program and its compliance with applicable regulations. The JSO's responsibility is limited to the assignment of the officers as set forth herein and the faithful performance of the law enforcement functions by those officers.