

**AGREEMENT
BETWEEN
THE UNIVERSITY OF SOUTH FLORIDA
AND
THE CITY OF GAINESVILLE**

THIS AGREEMENT, made and entered into this _____ day of _____, A.D., 2006, by and between the City of Gainesville, Florida, a municipal corporation of the State of Florida, by and through the Commission (hereinafter referred to as CITY), and the University of South Florida, acting for and on behalf of the University of South Florida Board of Trustees, a public body corporate (hereinafter called "USF") for support to the project entitled "**PUBLIC TRANSIT SERVICE DEVELOPMENT TECHNICAL ASSISTANCE FOR RTS.**" For and in consideration of the mutual promises, covenants, and obligations contained herein, parties do agree as follows:

1. Scope of Services:

The Agency hereby retains the University to undertake certain activities described in Exhibit 1, attached hereto and incorporated herein, CUTR Scope of Work for RTS Public Transit Service Development.

2. Term of Performance:

a. USF, through its Center for Urban Transportation Research, shall perform or cause to be performed certain work orders of service as described in Exhibit A attached hereto. The contract period for issuing work orders shall be from September 1, 2006 through August 30, 2007.

b. This Agreement period can be extended annually up to five years upon the written agreement of both parties.

3. Payments:

3.1 This Agreement is to be funded on a Work Order basis. The Lump Sum cost for each Work Order shall be agreed upon between CITY and USF. CITY shall have no further obligation to pay except as might be agreed to by the parties in writing.

3.2 USF agrees that invoices shall cite the contract number, shall contain an original signature of an authorized official of USF and shall be submitted to the CITY designated representative with detail sufficient for a proper pre-audit and post-audit thereof. Each invoice for services shall clearly identify the service or portion of services for which compensation is sought. Payment will be tendered only for services or the portion of services completed prior

to the submission of the invoice. USF shall provide CITY with a final invoice, based on 100 percent completion of the project for each work order issued.

- 3.3 Payments shall be made within thirty (30) days of receipt of invoice to:

Division of Finance and Accounting
Attention: Eric Walden
University of South Florida
4202 East Fowler Avenue
Tampa, FL 33620

- 3.4 As USF is a part of the State of Florida University System, reimbursement for travel expenses must comply with Sections 287.058 and 112.061, Florida Statutes, however this is a fixed price agreement and payment is based on the completion of deliverables and not reimbursement of cost.

The expenditure of funds for the purpose of lobbying the Legislature or State Agency is prohibited.

4. Reports:

- 4.1 All correspondence, reports, test reports, calculations or other deliverables, including invoices for the Agreement, shall be through CITY's Designated Contact.
- 4.2 During the term of this Agreement, representatives of USF will meet with the representatives of CITY at times and places mutually agreed upon to discuss the process and results, as well as ongoing plans or changes therein, for Project to be performed hereunder.

5. Publications:

CITY recognizes that under USF policy, the results of USF projects must be publishable and agrees that Researchers engaged in the Project must be permitted to present at symposia, national or regional professional meeting and to publish in journals, theses, or dissertations, or otherwise of their own choosing, methods, and results of Project. CUTR will be responsible to inform CITY of any such publication.

6. Assignability:

USF shall not assign its obligations under the terms of this Agreement.

7. Termination:

A. This Agreement may be unilaterally terminated for whatever reason by either party upon giving a minimum of thirty (30) days written notice to the other. Such notice shall be made to the individual designated to receive contractual notices in Article 10.

B. USF shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by USF in conjunction with this Agreement. Refusal by USF to allow such public access shall be grounds for cancellation of this contract by CITY.

8. Independent Contractors:

It is understood that the parties are acting as independent contractors under the terms of this Agreement and are not obligated by this Agreement to embark on any joint venture or teaming. Neither party is an employee of the other and, therefore, is not entitled to any of the employment benefits provided to employees of the other party or its affiliates. Each party shall remain responsible for paying its own employment, income and social security taxes that may arise from services under this Agreement. Except as otherwise agreed to in writing, neither party shall have the authority to act as an agent of the other or any of its subsidiaries or affiliates for any purposes.

9. Jurisdiction:

This Agreement shall be construed according to the laws of the State of Florida.

10. Agreement Modifications:

Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.

11. Notices:

11.1 Notices, invoices, communications, and payments herein shall be deemed made if given by registered or certified envelope, postage pre-paid, addressed to the other party to receive such notice, invoice, or communication at the address given below or such other address as may hereafter be designated by notice in writing.

If to City Designated Contact:

Mr. Jesus M. Gomez
Transit Director
Regional Transit System (RTS)
P.O. Box 490, Station 5
Gainesville, Florida 32602
Telephone: (352) 334-2609
Facsimile: (352) 334-2607

If technical matter to USF:

Mr. Rob Gregg
Center for Urban Transportation Research
College of Engineering, ENB-118
University of South Florida
4202 East Fowler Avenue
Tampa, FL 33620
Telephone: 813-974-8383
Facsimile: 813-974-5168

If contractual matter to USF:

Sue Endress
Director
Division of Sponsored Research
University of South Florida
3650 Spectrum Boulevard - Suite 160
Tampa, FL 33612-9446
Telephone: 813-974-2897
Facsimile: 813-974-4962

1. As a condition of this contract, USF agrees to comply with all provisions of the American with Disabilities Act.

- 2. Nothing herein is intended to serve as a waiver of Sovereign Immunity, and except as otherwise provided below and as required under Florida law, USF shall be solely responsible to Parties with whom it shall deal in carrying out the terms of this Agreement and shall save CITY harmless against all claims of whatever nature by 3rd parties arising out of the performance of work under this Agreement.
- 3. To the extent provided by Florida law, each party, pursuant to FS §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions of tortuous acts which results in claims or suits against CITY and agree to be liable for any damages proximately caused by said acts or omissions.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed for the uses and purposes therein expressed the day and year set forth above.

UNIVERSITY OF SOUTH FLORIDA
For and on behalf of the Board of Regents, a
public corporation of the State of Florida

BY: _____
Priscilla Pope, Associate Vice President
Division of Sponsored Research

Witnesses

APPROVED AS TO FORM:

CENTER FOR URBAN TRANSPORTATION
RESEARCH
For and on behalf of the Center for Urban
Transportation Research

BY: _____
Rob Gregg, Program Director

Witnesses

APPROVED AS TO FORM:

CITY OF GAINESVILLE

BY: _____
Russell D. Blackburn, City Manager

Witnesses

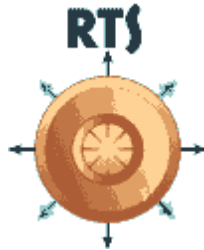
APPROVED AS TO FORM AND LEGALITY:

City of Gainesville Attorney's Office

EXHIBIT 1

**Public Transit Service Development
Technical Assistance**

For



**Regional Transit System
(RTS)
City of Gainesville**

Prepared by the

Center for Urban Transportation Research



July 2006

I. Background

RTS and FDOT have joined in a partnership to focus on mitigating traffic congestion in major corridors throughout the Gainesville Region. Particular corridors of focus include SR26 from I-75 to US 441, US 441 from NW 39th Ave. to SR24, and SR24 from I-75 to US 441. A service development grant has been awarded to RTS from FDOT to develop marketing strategies and public transit service concepts that can help alleviate congestion by providing alternative travel options to the single occupant vehicle (SOV).

The Center for Urban Transportation Research (CUTR), established in 1988, has become recognized nationally and serves as an important resource for policymakers, transportation professionals, the education system, and the public. With emphasis on developing innovative, implementable solutions to transportation problems, CUTR provides high quality, objective transportation expertise in the form of technical support, policy analysis, and research support to transportation agencies such as RTS and FDOT.

The scope of work herein was developed to support RTS with technical assistance and expertise relative to the FDOT service development grant and meet the following objectives:

1. Provide relevant market research to identify target market commuters
2. Conduct a service development analysis of facility and service needs
3. Provide marketing and service implementation strategies and recommendations.

II. Scope of Work

Task 1: Review of Existing Commuter Market Services and Outreach Programs

Activities:

1. Review current services and commuter characteristics

CUTR will review existing services on the study corridors including route configurations, frequency, span, and days of service. Route configurations will be compared to targeted major employers to determine current levels of service.

Task 2: Analysis of Major Congested Travel Corridors to Define Target Markets and Service and Marketing Strategies

Activities:

1. Coordinate RTS staff activities in collecting and documenting data

CUTR will assist RTS in developing survey instruments to be administered to customers on-board target routes, major employers and employees. RTS will be responsible for printing, administering, collecting and entering data for all survey results.

2. Develop and analyze market research of current customers/major employers/employees

CUTR will take data from RTS and analyze with statistical analyses, graphics, and qualitative results. Data from surveys will form the foundation to develop a service plan for congested corridors and marketing strategies for new services.

Need consistency with formatting – I did not edit remainder of document as I do not know which is correct – Task 2 a. or Task 3 formatting.

Task 3: Service Development Plan for Congested Corridors**Activities:****a. Define service development plan for three major corridors**

CUTR will develop a service plan for the three major corridors to serve targeted major employers. The service plan will include, but not be limited to, the following strategies:

- Increased frequencies to existing routes
- Branches (forks) to existing routes to include increased frequencies on some segments and different final destinations on other segments
- New routes, including commuter express routes, using corridors that are currently not served by RTS

b. Recommend service improvements and capital needs

Once the service plan has been developed, CUTR will make final recommendations on immediate and mid-range service improvements to improve commuter-oriented services. This will include GIS mapping of service enhancements and marketing strategies for RTS to pursue in developing ridership for new service improvements.

PRODUCT:

Technical Report: Commuter Service Market and Development Plan

II. Project Schedule:

It is anticipated that the work related to this work order will be completed within nine (9) months from notice-to-proceed (NTP).

A more detailed work schedule will be prepared within the first month of work activity.

III. Project Budget

Project Budget

1	CUTR Labor + Fringe:	\$25,386
2	Travel Expenses:	\$1,776
3	Other(Mail, Telephone, Production, etc.)	\$1,500
4	Sub-contracting:	
5	Sub-Total:	\$28,662
6	USF 20% Indirect	\$5,732
7	Total (Lump-Sum):	\$34,394

IV. Designated STAFFING

A brief description of the principal staff persons assigned to the project and their responsibilities is provided below.

Rob Gregg, Transit Management Program Director, has over 30 years experience in the public transportation field and will assist with activities throughout the project and provide senior management oversight. Mr. Gregg has extensive experience in all aspects of public transportation with a heavy emphasis on intergovernmental partnership coordination, market research and transportation planning.

Bill Morris, Senior Research Associate, will conduct planning and market research activities throughout the project. Mr. Morris has 14 years of transit planning experience, and has been involved in public transportation planning in the State of Florida, including LYNX (Central Florida Regional Transportation Authority) and HARTline in Tampa. Mr. Morris' areas of expertise include strategic planning, service planning, and marketing research

Mark Mistretta, Research Associate, has 8 years of experience in transit planning, transit performance analysis and project management. He has worked in a planning capacity at 3 Florida transit systems (RTS in Gainesville, MCAT in Manatee County, and Lynx in Orlando). He has 8 years of experience in transit planning and project management. Current project involvement includes the Florida Transit Planning Network (FTPN), Florida Transit Marketing Network (FTMN), Resource for Advanced Public Transportation Systems (RAPTS) program, Transit Development Plans, and the FDOT District One Vehicle Inventory.

Other CUTR staff may be utilized as needed.

V. *Work Order Effective Date (Notice-To-Proceed): 09/01/06*

CITY OF GAINESVILLE REGIONAL TRANSIT SYSTEM (RTS):

Accepted for and on behalf of the Regional Transit System.

Russell D. Blackburn, City Manager

Date

UNIVERSITY OF SOUTH FLORIDA:

For and on behalf of the Board of Trustees, A public corporation of the State of Florida

Priscilla Pope, Associate Vice President
Division of Sponsored Research

Date

Accepted for and on behalf of the Center for Urban Transportation Research

Rob Gregg, Program Director

Date