

Service Contract Agreement
Between
University of Florida
And
City of Gainesville

October 1, 1999 to September 30, 2001

This Agreement is made by and between the University of Florida, acting for and on the behalf of the BOARD OF REGENTS, a Public Corporation of the State of Florida (hereinafter referred to as UNIVERSITY), and the CITY OF GAINESVILLE, FLORIDA (hereinafter referred to as CITY), a municipal corporation, by and through it's City Commission.

WHEREAS, UNIVERSITY desires to provide public transit for students, faculty, and visitors traveling on the University of Florida campus; and

WHEREAS, CITY operates a public transit system capable of providing the desired service;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. This Agreement, shall cover a term of two (2) years from October 1, 1999 to September 30, 2001. Upon written consent of the UNIVERSITY and the CITY, revisions to this Agreement which must be in writing, may be made effective either at the beginning or during each contract year.
2. CITY shall provide campus shuttle service to the University of Florida campus in accordance with the terms of this Agreement; the hours of operation and routes shall be mutually agreed upon by the parties.
3. The number of and schedules for buses for campus shuttle service shall be determined by the UNIVERSITY. The number of buses to be provided may vary from day to day, but no bus shall be furnished for a period of less than two (2) consecutive hours. UNIVERSITY shall give ten (10) days advance written notice to the CITY in order to discontinue campus shuttle bus service during UNIVERSITY breaks. Service may be modified as required by written mutual agreement of the University's Parking Administrator and the City's Transit Director.
4. Special transit service may be provided to the University as is operationally feasible by the City. The determination of operational feasibility will be at the sole discretion of the City's Transit Director or designee.
5. CITY agrees to provide liability insurance coverage through self-insurance or a commercial policy upon the buses and drivers being used pursuant to this Agreement. At a minimum liability insurance shall provide coverage for UNIVERSITY up to and

including the limits of liability set forth in Section 768.28, Florida Statutes. CITY agrees to name the State of Florida, the Board of Regents of the State of Florida, and the University of Florida as additionally insured in the event a commercial policy is obtained. CITY shall provide a copy of all pertinent insurance policies to UNIVERSITY at its request.

6. The hourly rate to be charged to the UNIVERSITY by the CITY during the period of October 1, 1999 through September 30, 2001 shall be thirty-eight dollars and fifty-cents (\$38.50) per hour of operation.
7. Hours of operation of bus service are defined as the number of hours each bus operates on campus plus reasonable travel time each way to and from the Regional Transit System Operations Center located at 100 S. E. 10th. Avenue.
8. The UNIVERSITY shall pay the CITY monthly based on the actual hours of operation of bus service provided for Campus Shuttle routes. The CITY shall provide the UNIVERSITY a monthly summary report listing the total number of hours of bus service provided for during the previous month. The report is to be forwarded by the tenth day of each month to:

Parking Administrator
Parking Administrative Services
Building 112, North-South Drive
University of Florida
Gainesville, FL 32611

Invoices must be submitted in detail sufficient for proper pre-audit and post-audit thereof. Upon receipt, the UNIVERSITY shall have five (5) working days to inspect and approve the invoices for services rendered. The UNIVERSITY has twenty (20) calendar days from the date of the invoice to deliver a request for payment (voucher) to the Department of Banking and Finance. If a payment is not mailed within forty (40) calendar days, a separate interest penalty of .03333 percent per day will be due and payable to the CITY in addition to the invoiced amount. Interest penalties of less than one (\$1.00) dollar will not be enforced. Invoices which are returned to the CITY by the UNIVERSITY because of preparation errors may result in a delay in payment; consequently, the forty day period does not start until a properly completed invoice is provided to the UNIVERSITY.

The UNIVERSITY shall make all payments to the office of the Department of Finance, City of Gainesville, PO Box 490 Gainesville, Florida 32602. The UNIVERSITY shall have the right to examine the records of the CITY pertaining to this Agreement during the normal working hours upon reasonable notice of the examination.

9. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Termination of this

Agreement under this paragraph shall be effective only upon receipt by the CITY of notification by certified mail at which time the CITY's obligation hereunder shall also be terminated. This paragraph shall not be construed to eliminate the necessity of full payment as required by this Agreement for any services rendered by the CITY prior to its receipt of the required notice.

10. It is expressly understood by the UNIVERSITY that the services to be rendered under this Agreement are subject to approval by the United States Department of Transportation Federal Transit Administration under 49 CFR 604-Charter Regulations. Services to be operated under this Agreement are to be open to the general public and shall not, in any way, be limited exclusively to students and faculty of the UNIVERSITY. CITY shall pick up passengers only upon designated routes and at designated bus stops as determined by the UNIVERSITY.
11. The failure of either party to comply with any provision of the Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing. The notification shall make specific reference to the provision which is alleged to give rise to the default. The defaulting party shall then be entitled to a period of fifteen (15) days from the date notification is received in which to cure the default. If said default is not cured within the fifteen (15) -day period, this Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.
12. The parties hereto designated the following persons to be contacted regarding the performance of the Agreement and to receive all notices:

UNIVERSITY: Parking Administrator
 Bldg. 115 North-South Drive(352) 392-8048
 University of Florida
 Gainesville, Florida 32611

CITY: Transit Director (352) 334-2609
 City of Gainesville MS #5
 PO Box 490
 Gainesville, Florida 32602
13. CITY agrees that at all times the bus drivers shall wear complete, clean uniforms. The drivers will be properly licensed and trained, of good moral character, and be courteous to the passengers at all time. The drivers shall operate the buses in a safe manner. UNIVERSITY reserves the right to request CITY to remove personnel when their performance is not satisfactory to the UNIVERSITY.
14. The CITY will comply with all applicable provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, as well as all rules, regulations, and relevant orders of the U.S. Secretary of Labor. CITY will provide the

University of Florida with the CITY'S updated Affirmative Action Program Plan when it is available.

15. UNIVERSITY shall provide sufficient publicity regarding the schedules, routes, and other appropriate information to keep its faculty, staff, students, and employees advised of the availability of the bus system.
16. UNIVERSITY shall provide parking spaces near areas designated as bus stops, as well as benches and signs at the bus stops, as deemed appropriate by UNIVERSITY.
17. CITY may not assign, or in any way encumber, any of its rights or interests under this Agreement without prior written consent of UNIVERSITY.
18. UNIVERSITY reserves the right to request that the CITY not operate buses that display advertising not deemed acceptable by the University on campus routes.
19. It is understood and agreed that the CITY is an independent contractor and is in no way an agent or employee of UNIVERSITY. UNIVERSITY shall not be responsible nor in any way liable for any acts or omissions of CITY, its agents, or employees.
20. Nothing contained in this Agreement shall be construed as a waiver the CITY's or UNIVERSITY'S sovereign immunity under Section 768.28 F.S.
21. UNIVERSITY may terminate this Agreement at any time for refusal by CITY to 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 CITY in connection with this Agreement.
22. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Agreement shall be purchased from the corporation identified under Chapter 946.515 Florida Status, in the same manner and under the procedures set forth in Section 946.515 (2), (4), Florida or other business entity carrying out the provisions of this Agreement shall be deemed to be substitute for this agency insofar as dealings with such corporation.
23. If any provision of this Agreement is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, and shall not invalidate the remaining provisions of this Agreement.
24. This Agreement contains all the terms and conditions agreed upon by the parties and is a complete and exclusive statement of the Agreement between the parties. Any renewals, alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, approved by both entities and attached to this Agreement. This Agreement supersedes all

other agreements and proposals, oral or written, regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.

25. The UNIVERSITY or CITY shall have the rights to terminate this Agreement by giving one hundred twenty (120) days advance written notice to the other party.

This _____ day of _____, A.D., 1999

UNIVERSITY OF FLORIDA
For and on behalf of the Board
of Regents

By: _____
John V. Lombardi, President

University of Florida
Office of Administrative Affairs

CITY OF GAINESVILLE

By: _____
Wayne Bowers, City Manager

Reviewed by: _____
Office of Administrative Affairs
University of Florida

ATTACHMENT 2

Special Services

It is expressly understood that special transit services to be provided under the University of Florida/City of Gainesville campus shuttle contract are services to complement regular public transit services provided by the Regional Transit System (RTS) on the University of Florida campus. Services may only be rendered that do not impact regular public transit service provided by RTS, thus service may not be available at all times or in quantity that might be desired by authorized units of the University.

The authorized University Official by signature on this form is approving this special public transit service and authorizing RTS to bill for the service at the rate of \$38.50 hour with a two (2) hour minimum.

Name of Unit Requesting Service: _____

Service Date Requested: _____

Estimated number of Passengers: _____

Special Needs Passengers: (ie wheelchairs, etc,) _____

Origin:

Pick-up Location: _____

Time: _____

Drop-off Location: _____

Time: _____

Return:

Pick-up Location: _____

Time: _____

Drop-off Location: _____

Time: _____

Estimated Number of Buses: _____

Estimated Hours of Service: _____

Authorized University Official: _____
Name Title Signature Date