

POLICE SERVICES AGREEMENT

001319.3
COPY

FOR UNIVERSITY OF FLORIDA HOME FOOTBALL GAMES

THIS AGREEMENT is entered into this _____ day of _____, 2001, by and between the UNIVERSITY ATHLETIC ASSOCIATION, INC. ("UAA"), a not-for-profit corporation created and existing under the Laws of the State of Florida, UNIVERSITY OF FLORIDA ("UNIVERSITY"), acting for and on behalf of the Board of Regents, a public corporation of the State of Florida, and the CITY OF GAINESVILLE ("CITY"), a municipal corporation of the State of Florida.

WITNESSETH:

WHEREAS, the University Police Department ("UPD") provides police services for the UNIVERSITY Campus; and

WHEREAS, UAA and UNIVERSITY desire supplemental police services from CITY to assist UPD at all home football games at Florida Field; and

WHEREAS, CITY is willing to provide such police services to UAA and UNIVERSITY at a negotiated partial cost reimbursement; and

WHEREAS, CITY agrees that UPD may provide traffic control at home basketball games at the O'Connell Center;

NOW, THEREFORE, the UAA, UNIVERSITY and CITY agree as follows:

1. The CITY agrees to provide the following levels of police services for game-day security and traffic control for the six (6) annual home football games to be played at

Ben Hill Griffin Stadium:	3	Lieutenants
	6	Sergeants
	<u>36</u>	Officers
	45	Total

UAA shall pay CITY for approximately six (6) hours of coverage at a projected cost of \$12,000.00 per game. This amount represents actual salary, plus partial fringe benefits, but does not include other direct and indirect costs. UAA and UNIVERSITY may increase the number of CITY police officers required for each football game by giving CITY a minimum of two weeks advance written notice, specifying the number of officers required. The cost to UAA for CITY's police services shall be computed based on the actual number of CITY police officers present at each game.

2. The CITY agrees that UNIVERSITY is authorized to provide traffic control within the City of Gainesville in the vicinity of the University of Florida campus, specifically the intersections of West University Avenue and North/South Drive, West University Avenue and Flemming Field, and S.W. 2nd Avenue and the entrance to the drill field, at scheduled home basketball games played at the O'Connell Center.

3. The CITY agrees to provide any additional police services that may be requested by UAA on the cost of services basis referenced in paragraph one (1) above, provided UAA gives CITY a minimum of 72-hours advance written notice, only when and if personnel are available.

4. UAA agrees to pay for police services with 30 days of receipt of a CITY invoice. The CITY invoice shall show the actual number of CITY police officers present at each game.

5. It is expressly understood that the police services provided herein are over and above the normal police service levels provided in the City of Gainesville. It is further understood that the CITY's police are at all times material hereto under the control and supervision of the CITY. For the purposes of this agreement, the coordination of

enforcement/security activities occurring within the Stadium complex is the joint responsibility of UAA, UNIVERSITY, and CITY. Notwithstanding the foregoing, it is understood by the parties that the final decision on the course of action to be taken rests with the UNIVERSITY. In the event of a disagreement by CITY with the decision of UNIVERSITY, the final decision concerning CITY's continued participation in enforcement/ security activities under this agreement rests with CITY. Any disagreements that cannot be resolved by the on-scene supervisors shall be referred to the Chief of the Gainesville Police Department and the Chief of the University Police Department for resolution.

6. This agreement shall commence on the day and year first above written and continue for a period of three years. Thereafter, this agreement may be renewed on an annual basis for a maximum of two (2) years subject to agreement by the parties hereto.

7. Upon the termination of this agreement, UAA expressly agrees to reimburse CITY for all outstanding unpaid balances or invoices for services rendered. CITY and UAA agree that UNIVERSITY is not obligated to make any payments under this agreement.

8. UAA shall be responsible and answerable in damages for any and all loss, damage, or injury, together with costs and expenses incidental thereto, arising out of or due to the negligence of UAA, its agents, or employees, in failing to provide a reasonable level of police services for scheduled home games.

9. CITY shall be responsible and answerable in damages for any and all loss, damage, or injury, together with costs and expenses incidental thereto, arising out of or

due to the negligence of the CITY, its agents, or employees, in connection with the performance of this agreement.

10. UNIVERSITY shall be responsible for personal injury and property damage attributable to the negligent acts or omissions of the UNIVERSITY and the officers, employees, servants, and agents thereof acting in the course and scope of their employment, to the extent provided by Florida law.

11. UNIVERSITY, UAA, and CITY further agree that nothing contained herein shall be construed or interpreted as (1) denying to any party and remedy or defense available to such party under the Laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity by the State of Florida beyond the waiver provided in Section 768.28, *Fla. Stat. (Supp. 1997)*.

12. The terms set forth in this agreement constitute all the terms and conditions agreed upon by the parties hereto, and no other terms or conditions shall be valid and binding on any party unless reduced to writing and executed by all parties hereto.

13. This agreement is not binding on the parties until it has been signed by all parties.

14. This agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in several counterparts, each of which shall be deemed an original as of the day and year first above set forth.

Agreed to and approved by:

Charles Young, President
University of Florida

Wayne Bowers, City Manager
City of Gainesville

Jeremy N. Foley, Athletic Director
University Athletic Association, Inc.

Norman B. Botsford, Chief
Gainesville Police Department

Everett H. Stevens, Director
University of Florida Police Department

Approved as to form and legality:

Ronald D. Combs, Sr. Asst. City Attorney
City of Gainesville