

GENERAL AGREEMENT

Between City of Gainesville and the University of South Florida (USF)

This agreement shall be effective as of _____, 2007 by and between City of Gainesville Regional Transit System, (hereinafter referred to as "CITY") and the University of South Florida Board Of Trustees, a public body corporate (hereinafter referred to as USF).

WHEREAS, the Center for Urban Transportation Research (CUTR), acting on behalf of USF and has been authorized to so act, has the capability of performing or directing the performance of certain services by USF employees relating to TRANSIT PLANNING AND TECHNICAL ASSISTANCE FOR THE CITY OF GAINESVILLE, and whereas CITY wishes to avail itself of such services;

NOW THEREFORE, CITY and USF do mutually covenant and agree;

1. Term of Performance:

- 1.1 USF, through its Center for Urban Transportation Research, shall perform or cause to be performed certain work orders related to various services as described in Exhibit A attached hereto. The contract period for issuing work orders shall be from _____, 2007 through _____, 2008.
- 1.2 This agreement period can be extended annually up to five years upon the written agreement of both parties.

2. Payments:

- 2.1 This agreement is to be funded on a Task Order basis. The Lump Sum cost or other payment method for each Task Order shall be agreed upon between CITY and USF. CITY shall have no further obligation to pay for services beyond approved work orders except as might be agreed to by the parties in writing.
- 2.2 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 CITY's 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 and cumulative property. 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.

- 2.3 Payments shall be made to USF within forty-five (45) days of receipt of invoice to:

Purchasing and Financial Services Cashiers Office
University of South Florida
4202 East Fowler Avenue, ADM147
Tampa, FL 33620

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

3. Reports:

- 3.1 All correspondence, reports, test reports, calculations or other deliverables, including invoices for the agreement, shall be through CITY's Designated Contact.
- 3.2 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 work orders to be performed hereunder.

4. 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 meetings 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. CUTR will provide CITY a copy of any publication or presentation for CITY's review prior to these being made public. Any concern will be resolved by mutual agreement.

5. Assignability:

USF shall not assign its obligations under the terms of this agreement, but may provide sub-contracting opportunities as approved by CITY.

6. 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.

7. 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.

8. Jurisdiction:

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

9. 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.

10. Notices:

- 10.1 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 Sponsor:

Mr. Douglas Robinson
Chief Transit Planner
City of Gainesville Regional Transit System
PO Box 490 Station 5
Gainesville, Florida 32602-0490
Telephone: 352-334-2621
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:

Sharon L. Pinson, Senior Grants Specialist
Division of Sponsored Research
University of South Florida
3650 Spectrum Blvd., Suite 160
Tampa, FL 33612-9446
Telephone: 813-974-0360
Facsimile: 813-974-4962

END OF CONTRACTUAL ARTICLES

ACCEPTING AND ON BEHALF OF:

CITY OF GAINESVILLE REGIONAL TRANSIT SYSTEM

Name

Date

UNIVERSITY OF SOUTH FLORIDA:

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

Priscilla Pope, Associate VP of Research

Date

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

Rob Gregg, Program Director

Date

Exhibit A

General Agreement Technical Assistance and Management Support Program Areas

CUTR will provide technical assistance to CITY on a work order basis; examples of program area expertise include the following.

- 1) General Transportation Planning Activities:**
 - a. TDP / Strategic Planning studies
 - b. Short and Long Range Transportation studies
 - c. Financial Analysis
 - d. Comprehensive Planning / Growth Management Reviews
 - e. Operational Plans / Reviews
- 2) Organizational Development Support:**
 - a. Personnel skill development and mentoring
 - b. Training programs
 - c. Staff and Board retreats
- 3) Project Development and Management Services:**
 - a. Serve as CITY's representative in managing project resources, including personnel (consultants), budget and reporting requirements.
- 4) Intelligent Transportation Systems Research and Implementation Technical Assistance**
 - a. Systems research and planning
 - b. Procurement and installation support
 - c. Database management and analysis
- 5) Public Involvement and Outreach Support**
 - a. Public participation programs and presentations
- 6) Intergovernmental Coordination Support**
 - a. Planning coordination, grant development and management
- 7) General Transportation Research**
- 8) Bus Rapid Transit (BRT) Studies, technical assistance and resource activities**
- 9) Other Technical Services as directed by CITY**