## STATEMENT OF WORK

This Statement of Work ("SOW") dated as of June 17, 2019 (the "<u>Effective Date</u>"), is entered into by and between the City of Gainesville, Florida, a municipal corporation, by and through its City Commission (the "<u>City</u>"), and the University of Florida Board of Trustees, a public body corporate of the State of Florida (the "<u>University</u>"), pursuant to that certain Master Services Agreement, by and between the City and University, dated as of June 17, 2019 (the "<u>Agreement</u>"). Unless otherwise defined herein, terms defined in the Agreement and used herein shall have the meanings given to them in the Agreement.

- 1. <u>Scope of Services</u>. City shall provide certain "no-fare" transit service to the University Community, who display the appropriate Gator One identification card, for fixed routes and times as set forth in the "Route Schedule" attached to the Agreement as <u>Exhibit C</u>. City shall provide such service at levels and frequency in accordance with schedules planned by the City and consistent with the academic calendar published by University and attached to the Agreement as Exhibit D.
  - a. Route Frequencies and Schedules. City shall publish route frequencies and schedules and make available as: (1) a printed document known as "City & Campus Bus Schedule" and (2) a file format that provides an electronic image of text or text and graphics that looks like the printed document and can be viewed, printed, and electronically transmitted on the RTS website. Route frequencies and schedules will be issued for three distinct time periods: fall, spring and summer, and the combination of these time periods shall cover twelve months of service.
  - b. Right to Adjust. The Parties may change the routes, hours per day or service hours, and days per week along and during which the Services are provided. Both Parties acknowledge that any increase in service hours may be subject to the availability of additional funding from University and the availability of adequate equipment and personnel from City. Any such changes that affect previously published timetables or other public information shall be determined and implemented in such a fashion as to allow sufficient time for dissemination of appropriate public information regarding such changes. Dissemination of public information concerning any such changes shall primarily be the responsibility of City, provided that University shall make reasonable efforts to provide notice to the University Community.
  - c. <u>Supplemental Service</u>. City may provide additional Services in connection with special events if requested to do so by University, and City shall invoice University at the hourly rate identified in Exhibit B.

## 2. Requirements.

- a. Operators. City shall require its bus operators to operate the bus when on University property or at a University facility upon designated streets and stops for the purpose of picking up and discharging passengers only. City, at its sole cost, shall provide appropriately screened, licensed, insured, qualified, and courteous bus operators, who shall at all times operate the bus in a safe manner, in accordance with applicable laws. City shall require bus operators to follow the RTS service standards as outlined in the RTS "Customer Service Policy" dated June 26, 2017 (copy attached to Exhibit A and labeled as A1). Bus operators will be fully uniformed, which shall be kept clean at all times. City shall require bus operators to follow the RTS "Grooming and Appearance Policy" and "Transit Uniform Policy" (identified as items 5 and 8 in the attached document to Exhibit A labeled as A2) as modified by the RTS memorandum titled "Uniforms for Transit Operators Effective May 30, 2016" dated May 11, 2016 (copy attached to Exhibit A labeled as A3).
- b. <u>Buses</u>. The City at its sole expense shall provide buses for the Services that are (i) air-conditioned, (ii) wheelchair-equipped and generally compliant with the American Disabilities Act ("<u>ADA</u>"), and (iii) maintained and repaired to ensure bus safety and reliability.
- c. New Campus Bus Shelters and Campus Bus Stop Amenities. As City resources become available to provide bus shelter and bus shelter amenities (including, but not limited to, benches, trash cans, signs, and lighting), City shall obtain University approval prior to installation at any on campus location. If the University provides bus shelters or bus shelter amenities, the University shall seek City's expertise prior to installation at any on campus location. University will retain ownership and maintain all campus bus shelters and campus bus stop amenities.
- d. Bus and Bus Shelter Advertising. City shall adhere to the RTS "Advertising Info and Specifications" dated January 2017 (copy attached to Exhibit A labeled as A4). The University shall notify RTS if it has any concerns over any bus advertising, and RTS agrees to make reasonable efforts to address University's concerns with said advertising. No advertising of any kind shall be placed on or at the campus bus shelters.
- e. <u>Incidents; Accidents; Emergencies; Complaints:</u>
  - City shall adhere to its "Comment/Concern/Complaint Resolution Policy", "Formal Grievance Policy" and "Disposition of Complaint Records" policy (copies attached and labeled as A5). Additionally, City shall:
    - i. In the event of an incident, accident or other emergency City shall take all steps necessary to protect the safety of riders and others. City shall require bus operators to immediately, after securing rider safety, report the event via phone or radio to City. If the incident, accident or other

emergency involves a member of the University Community or is on University property, City shall thereupon immediately report the event by phone and email to University Contract Manager. At the request of University, City will provide University with a copy of any records related to complaints, incidents, problems or communications involving any bus operator, within forty-eight (48) hours.

- ii. City shall notify University of any complaints made by the University Community within a reasonable time, not to exceed 10 (ten) business days. City agrees to furnish University with copies of all related records, including the complaint if made in writing.
- f. <u>Reporting</u>. City shall provide monthly ridership reports to University substantially in the form set forth on <u>Exhibit E</u>.
- 3. <u>Fee Schedule, Annual Budget Projection, and Monthly RTS Invoice.</u> In consideration for providing the Services to the University, pursuant to the terms of the Agreement, University shall pay City in accordance with the "Fee Schedule" attached to the Agreement as <u>Exhibit B</u>. City shall provide an Annual Budget Projection and invoice the University monthly in accordance with <u>Exhibit F</u> attached to the Agreement.
- 4. <u>Authorized Representatives</u>. Any consent, approval, authorization or other action required or permitted to be given by University or City, as the case may be shall be given by the City Contract Manager and the University Contract Manager.
  - a. The City Contract Manager is: Jesus Gomez, Regional Transit System Director
  - b. The University Contract Manager is: Scott Fox, Director of Transportation and Parking Services

IN WITNESS WHEREOF, the Parties hereto have caused this SOW to be executed as of the date first above written by their respective officers thereunto duly authorized.

THE UNIVERSITY OF FLORIDA BOARD
OF TRUSTEES
By Charles Elane
Name: Charles E. Lane
Title: Senior Vice President/CCO
CITY OF GAINESVILLE
By
Name:
Title: