

NOTE: This document is merely an outline of the terms proposed for a comprehensive transportation agreement between UF and the City. It is not, and should not be construed as, either a draft agreement or a final agreement.

RTS Agreement Outline of Key Terms

Article 1. General Scope of Services; Standard of Performance

Section 1.01 Standard of Service. The City shall provide the transportation services described in this Agreement (the “Services”): (a) in accordance with the terms and conditions of this Agreement [(including compliance with law, including the ADA, City policies and RTS service standards, etc.)]; (b) using a sufficient number of personnel of required skill, experience and qualifications; (c) in a timely, workmanlike and professional manner; (d) in accordance with generally recognized industry standards in the transportation services field; and (e) to the reasonable satisfaction of University.

Section 1.02 No Changes to Standard. Neither the City’s policies nor the RTS service standards may be made less restrictive without the prior written approval of University.

Article 2. Term and Termination

Section 2.01 Term. 2.5 years (1/25 – 6/27).

Section 2.02 Renewal. The Parties will commence negotiations in June 2026, and the Term will continue at then-current rates until this Agreement is terminated, or a new agreement has been negotiated, provided that, if negotiations reach an impasse, termination requires 180 days’ notice. If a new agreement is negotiated and the new rates increase, University will pay the difference to the City from 7/1/27.

Section 2.03 Termination.

(a) **For cause:** Following a material breach in performance that is not cured in 30 days after notice of the failure. Following such a termination, the Parties will cooperate in a winddown of up to 180 days to ensure continued transportation for the University community.

(b) **For convenience:** Notice by February 1st for termination as of August 1st of a year.

Article 3. Fees

Section 3.01 Base Operation Fees. \$88.35 per actual service hour per bus.

Section 3.02 Supplemental Fee. \$125,000 annually for employees, retirees, and their spouses.

Section 3.03 No Additional Fees. University will not be obligated to pay any other amounts.

Section 3.04 Payment Terms.

(a) The City will provide monthly invoices by the 15th of each month, including explanation of any deviations from the budget.

(b) Fees are paid in monthly installments within 30 days after the City provides an invoice, together with ridership data.

Article 4. Routes

Section 4.01 Required Daily Routes. Current routes are those running as of the commencement of the Term. Routes will change as follows:

(a) University is currently assessing its route needs. University will provide an initial statement of its route and schedule requirements and a University fiscal year budget projection by March 1, 2025, with all needed changes to be implemented by May 12, 2025 and/or August 21, 2025.

(b) University will again assess its route needs after receipt of ridership data per Section 5.02. University will provide a revised statement of its route and schedule requirements and a University fiscal year budget projection by March 1, 2026, with all needed changes to be implemented by May 11, 2026.

(c) University may require additional changes on 6 months' notice where the change results in an adjustment of more than 8% of the total services provided (either in location or annual hours), and otherwise on 3 months' notice.

Rates will be determined per Section 3.01.

Section 4.02 Temporary Routes. University may request additional services for periodic or other temporary routes on 30 days' prior written notice, including for special events, which will be paid at current rates, plus 15%. Temporary route requests will not require 3-6 months' notice.

Section 4.03 City Changes to Routes. The City must notify University at least 6 months before making any legally required changes that result in an adjustment of more than 8% of the total services provided (either in location or annual hours), and otherwise at least 3 months before making the change (or immediately after learning of the requirement if the change must legally be made sooner). Other changes require prior written approval from University.

Section 4.04 Schedule Publication. The City must provide printed and electronic versions of the route schedule to riders and is primarily responsible for publicizing any service changes.

Article 5. Riders

Section 5.01 Rider Requirements. GATOR ONE identification card.

Section 5.02 Ridership Verification.

(a) The City must install a UF-approved electronic verification tool (e.g., Kontron) on all buses by July 1, 2025, to verify University ridership.

(b) UF will provide the necessary funding (\$220,000) to cover initial equipment installation costs. The City may elect to either provide a credit to UF for the funding amount from future service payments or to allocate necessary funding through other sources.

(c) From and after July 1, 2025, the City must report actual monthly ridership to University, with ridership shown by student/employee/community status.

Article 6. Drivers

Section 6.01 Minimum Requirements. Drivers must be qualified, licensed and trained, as well as courteous and professional.

Section 6.02 Availability. City must immediately notify University if there are insufficient drivers to fully perform the Services. Where any interruption lasts longer than five business days, the City shall make all diligent efforts to end the interruption, ensure the effects of any interruption are minimized, and resume full performance under the terms of the agreement.

Section 6.03 Removal. University may require the removal or transfer of any driver pursuant to applicable labor contracts.

Article 7. Infrastructure

Section 7.01 Bus Requirements. Buses must have air conditioning, have a minimum capacity of 37 seated passengers and 17 standing, be ADA compliant (including capacity for 2 wheelchairs), and be kept in good mechanical condition in conformity with all applicable safety regulations.

Section 7.02 Bus Stops.

- (a) All stops must feature accurate, prominent signage.
- (b) The City must seek University's consent to install bus shelters on campus.
- (c) University will consult with the City before installing bus shelters on campus and will own and maintain such on-campus shelters.

Section 7.03 Advertising.

- (a) The City may not advertise on campus bus stops.
- (b) The City will provide a first right of refusal to the University for bus advertising consistent with 7.03(c) upon expiration/termination of any contractual advertising agreements. The City shall make reasonable efforts to coordinate with the University to review new bus advertising and make similar reasonable efforts to address University concerns, if present, on buses on University funded routes.
- (c) At University's request and cost, the City will wrap buses with University-provided imaging.

Section 7.04 Insurance. Comprehensive general liability insurance covering the use, maintenance and operation of the buses in amounts not less than \$200,000 per person and \$300,000 per incident combined single limit of liability each occurrence for bodily injury liability and property damage liability.

Article 8. Incident Management

Section 8.01 Incidents. Incidents must be immediately reported to the City, as well as to University where a University community member is involved. Incident records must be provided within 48 hours of request.

Section 8.02 Complaints. The City must notify University of complaints from University community within 10 business days of occurrence and will provide all accompanying records.

Article 9. Miscellaneous

Section 9.01 Records. The City will maintain records, and will permit University inspection of the same, for 3 years after expiration of the term of the agreement.

Section 9.02 Inspections. University will have the right to inspect operations and buses on 24 hours' prior notice.

Section 9.03 Authorized Representatives.

- (a) City Contract Manager: Jesus Gomez, Regional Transit System Director
- (b) University Contract Manager: William MacDonald, Senior Director of Transportation and Parking Services