



Florida Agricultural and Mechanical University Board of Trustees Action Item

Meeting Date July 1, 2013

Agenda Item

Item Origination and Authorization

Policy _____ Award of Bid _____ Budget Amendment _____ Change Order _____
Resolution _____ Contract X Grant _____ Other _____

Action of Board

Approved _____ Approved w/ Conditions _____ Disapproved _____ Continued _____ Withdrawn _____

Subject: Approval to Execute the StarMetro Bus Transit Contract

Rationale:

Background:

The current contract with StarMetro covers the period of July 1, 2009 through June 30, 2012. This contract contains a provision that allowed the University to extend the contract for an additional year. The University executed a Memorandum of Understanding effective July 1, 2012 extending the services through June 30, 2013.

The University funds this service from the student transportation and access fee. Students are assessed \$65 for the Fall semester, \$65 for the Spring semester and \$33 for the Summer semester. Students use their student ID cards to for access to the buses.

A detailed narrative on this Agreement was provided in the Board packet for the meeting held on BOT February 6-7, 2013. Additionally, staff provided summary information on the Agreement during the BOT April meeting.

Effective April 15, 2013, Star Metro expanded the hours of service for the FAMU/FSU College of Engineering. Service hours have been extended to 7:40 PM, Monday through Friday. Previously the service ended at 6:11 PM. This expanded service is funded for the next three years from a Department of Transportation federal grant.

New Agreement

A new three year Agreement has been negotiated with the City of Tallahassee (StarMetro) effective July 1, 2013. Unlike previous agreements, this agreement establishes a set amount for annual budgeting for each party. It also reflects FAMU's priority of getting our students to and from campus in an efficient and effective manner.

StarMetro staff and University staff have agreed to meet quarterly to discuss the effectiveness of the new Agreement. In the event that the data reflects an increase or decrease in the ridership, an adjustment will be made in the service provided. Additionally both parties will discuss amending the Agreement to



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increase or decrease the annual payment. Overall, both FAMU and StarMetro staff support the terms of the Agreement and feel the new service will be popular with the student body.

The negotiation team consisted of students and representatives from Parking Services, Purchasing and the Office of the General Counsel.

StarMetro will continue to provide mass transit services for FAMU students that include Venom Route and the University-Pass (U-Pass) Program. The Venom route will be an Express route that will transport students from nearby apartment complexes south of the campus with various stops around campus and three stops north of campus in the Old Bainbridge/Tharpe Street Area. It will run on a thirty minute frequency, has limited stops, and should get students to the FAMU campus at least 10 minutes faster than other City routes. The U-Pass Program allows any FAMU student to ride throughout the City of Tallahassee by showing their Rattler ID card.

This Agreement will be presented to the City Commission for approval at its meeting on June 26, 2013.

Costs

The new agreement respects the fact that FAMU students are quite dispersed throughout the community and treats all trips equally regardless of whether the student used the Venom route or City routes. Therefore, the payment is the same if the student used the Dogwood Route to get to the College of Engineering or uses the Venom Route to get to campus. The annual payment is based on a set per-trip rate and an estimated ridership for each year of the Agreement (Table 1).

The ridership numbers are based on the average ridership for the last five years plus an annual increase amount of 2%.



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Table 1: Per Trip Rate and Estimated Ridership for 2013-2016 FAMU Service Agreement

Service Year	Payment	Estimated Ridership*	Per Trip Rate
Current Agreement: 2012 – 2013	\$484,064**	739,277	\$0.65
New Agreement: 2013-2014	\$513,783	751,604	\$0.68
New Agreement: 2014-2015	\$537,093	764,137	\$0.70
New Agreement: 2015-2016	\$568,699	776,878	\$0.73

* Includes Ridership on both Venom and City Routes

**Does not include the fuel adjustments

Recommendation: It is recommended that the Board of Trustees authorizes the President to execute a three year agreement with the City of Tallahassee (StarMetro) to provide Bus Transit Services effective July 1, 2013.

Supporting Documents Included: Proposed Contract Agreement between Florida A&M University and the City of Tallahassee for FY 2014-2016.

Prepared By: Office of Business and Auxiliary Services, Office of Procurement Services and the Office of the General Counsel

Approved By: Interim Vice President Joseph Bakker

**FLORIDA AGRICULTURAL AND MECHANICAL
UNIVERSITY
VENOM EXPRESS AGREEMENT**

2013-2016

*AGREEMENT BETWEEN
CITY OF TALLAHASSEE
AND
FLORIDA AGRICULTURAL & MECHANICAL UNIVERSITY*

THIS AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____ 2013, by and between The Florida Agricultural & Mechanical University, acting on behalf of the Florida Agricultural and Mechanical University Board of Trustees, a public body corporate of the State of Florida, hereinafter referred to as the "University" and the City of Tallahassee, a Florida municipal corporation, by its duly authorized agents, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the City is a corporation duly authorized to provide mass transit in and around the City of Tallahassee in coach-type buses and is currently providing such service through its transit department, hereinafter referred to as "StarMetro"; and

WHEREAS, University is desirous of funding mass transit routes for the benefit of students of the University in order to relieve parking and traffic congestion in and around the University campus;

WHEREAS, City is desirous in providing transit service to the University and is authorized to transverse the campus by University; and

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

Section 1. TERM OF AGREEMENT

- 1.1. This Agreement shall be in effect for a three (3) year Term inclusively as follows, unless otherwise terminated as provided herein:

Year 1: July 1, 2013 through June 30, 2014

Year 2: July 1, 2014 through June 30, 2015

Year 3: July 1, 2015 through June 30, 2016

- 1.2 This Agreement may be extended by written agreement of the parties, for one (1) additional year based under the same terms and conditions, except as otherwise noted, prior to the expiration of the Term, based upon satisfactory performance by City, as determined by the University in its sole discretion.

- 1.2.1 Both parties acknowledge that certain financial and operating provisions for the extension shall be negotiated and finalized by April 30, 2016, in order to extend the Term, unless mutually agreed otherwise.

- 2.1. Scope of Service – This Agreement contains the operational and financial provisions for the operation of the “Venom Express,” an integrated public bus transportation system consisting of one distinct bus route (“Route U1/Venom”) serving the University, also referred to as “On-Campus” service as depicted on Exhibit A.

Under this Agreement, City shall operate all bus service and provide all vehicles, drivers and maintenance required for the agreed upon levels of service, as specified in Attachment A. University shall provide financial support, as specified in Section 6, to purchase “no-fare” transportation for all students enrolled at the University.

In addition to the On-Campus service, City will offer City-wide U-Pass service on all transit fixed routes as published in the most recent StarMetro “Ride Guide.” This service is further described in Section 3 “U-PASS PROGRAM”.

- 2.2. Passenger Capacity – Passenger capacity is determined by the size bus used for services identified herein. It shall be agreed that passenger capacity is not guaranteed and will be available on a first come first serve basis. See Section 2.5 for service level changes.
- 2.3 On-Campus Routing - During the period of this Agreement, the City agrees to provide the following “no-fare” transit service along Route U1/Venom as defined in Exhibit A. City shall provide such service levels and frequency in accordance with schedules planned by the City and consistent with the academic calendar attached hereto as Attachment A published by the University.
- 2.3.1 Fall/Spring Semester Service – During the Fall and Spring Semesters, identified in Attachment A, Route U1/Venom will operate every thirty (30) minutes between the hours of 7:30 a.m. and 5:30 p.m. From 5:30 p.m. to 10:30 p.m., Route U1/Venom will operate every sixty (60) minutes.
- 2.3.2 Summer Service – During the Summer Semesters, identified in Attachment A, Route U1 will operate every sixty (60) minutes between the hours of 7:00 a.m. and 5:00 p.m.
- 2.3.3 In the event of detours or obstructions to traffic no notice is required to be given to either party hereto. As regularly as possible, the published schedule and route configuration will be maintained. If detour is to be extended any length of time parties hereto will be notified and Attachment A modified if necessary.
- 2.4 Transit Stops - Stops for Route U1/Venom is identified in Exhibit A. No fare or presentation of identification will be required at the identified stops for the purpose of this Agreement.
- 2.4.1 Stop Identification - Transit stop signage design will be agreed upon by both City and University, and must include words “Bus Stop” and a clear StarMetro logo. City will pay the costs associated with signage production and installation.
- 2.5 Right to Adjust - The parties, from time to time, may change the routes, hours per day, and days per week along and during which On-Campus transit service, as described herein, is provided when deemed in their best interest to do so. Changes in routes, stop locations and frequency may be made by mutual agreement of the City Manager and the University or their designee. Both parties acknowledge that any increase in hours may be subject to the availability of additional funding from the University and the availability of adequate equipment and personnel by City. Further, the City shall not be required to increase service hours in the absence of additional funding. The University shall not be required to accept a reduction in services in the absence of a reduction in payment. Any such changes, which 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

change. Dissemination of public information concerning any such changes shall be a joint effort between the University and the City. The University agrees to provide notification of such changes to the university community, in particular, its students to the greatest extent practical.

Section 3. U-PASS PROGRAM

- 3.1 U-Pass Service – City agrees to provide free transit service to all eligible student users with a valid identification, as indicated herein, on all transit system routes as published in the most recent version of StarMetro's "Ride Guide."
 - 3.1.1. Financial Provision – Payment for such service is discussed in Section 6 "Financial Provisions" of this Agreement.
- 3.2 Student Identification – University agrees that its FAMU Student ID card (the "Card") will be considered to be the appropriate student identification used during the Term of this Agreement. No other form of identification will be required or accepted, except as otherwise provided herein.
 - 3.2.1 Changes - University shall notify City of any changes to the student identification system, that impact the usage of Card with StarMetro, within sixty (60) days prior to any change. Without proper notification of the change, the City may deny service.
 - 3.2.2. Student Information – To the extent permitted by Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99 (FERPA) and Sections 1006.225 and 1006.52, Florida Statutes , the University agrees to provide City, where possible and necessary, with all student data to ensure effective coordination and use of a single student identification system. City agrees to the extent it maintains records regarding FAMU Students, City agrees to maintain such records in accordance with the requirements of FERPA and state law. Further, the City will not release or re-disclose such information, without the written consent of the student or University or as permitted by FERPA.
- 3.3 U-Pass Stop Locations - U-Pass Stops shall be considered to be all bus stop signs and shelters along identified StarMetro routes identified in the most recent and current "Ride Guide."

Section 4. RIDERSHIP AND SERVICE DATA COLLECTION

- 4.1 Acceptance of Identification - The Card shall be accepted on a 24/7 basis 363 days a year. Each eligible rider must present the Card prior to boarding of each ride, including a boarding at C. K. Steele Plaza.
 - 4.1.1 Acceptance Policy and Process – Each student must present their valid Card for verification. The following procedure will be applied:
 - 4.1.1.1 Except for Route U1/Venom, a student shall swipe his/her Card through the farebox system to electronically validate.
 - 4.1.1.2 The University shall provide weekly the City a database of the Student ID Card numbers of currently enrolled students. This database will be used by the farebox system to determine if the student is eligible to ride the bus under the U-Pass program.
 - 4.1.1.3 If the Card is not registered or the farebox indicates the Card is unreadable, the bus operator shall inform the student to contact FAMU Parking Services to correct their Card validation issue. The student will be required to pay the half-fare in order to board the bus.

- 4.1.1.4 If farebox indicates the Card remains unreadable after the student works with FAMU Parking Services to try to resolve the issue(s), the University may issue a temporary card with the template approved by the City for use under the U-Pass program. The temporary card must clearly delineate the name of the student and the active dates for the temporary card.
- 4.1.1.5 For the first ten (10) business days of each semester, each eligible rider may show his or her Card in lieu of swiping it through the farebox system.
- 4.2 Ridership - Ridership counts shall be kept on a per-trip basis for all U-Pass and On-Campus operations, via electronic registering fareboxes installed on each vehicle. City will use its best efforts to provide ridership reports no later than thirty (30) days after month end; however, such reports must be submitted with the invoice as provided in Section 6.2. U-Pass and On-Campus ridership number shall be recorded and reported separately and shall not be combined.

Section 5. VEHICLE USE AND MAINTENANCE

- 5.1 Bus Operators - The 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/or discharging passengers only. The City, at its sole cost, shall provide appropriately screened, qualified courteous drivers, who shall at all times operate the bus in a safe manner. Operators will be fully uniformed, which uniforms shall be kept clean.
- 5.2 Equipment Description - The equipment provided for Route U1/Venom will be air-conditioned, wheelchair equipped buses with a minimum passenger seating capacity of thirty-two (32) plus thirty (30) standees. Except in the case of an emergency, all buses in service will be wheelchair accessible (two positions per bus). Due to the availability of spare buses, a non-FAMU branded bus with advertising may be placed into service. In the event that this happens, City agrees to limit the use of non-FAMU branded buses with advertising and replace them with FAMU branded buses as soon as possible.
- 5.3 Provision of Drivers and Maintenance - City shall provide qualified drivers and all maintenance costs on buses being used and shall pay all costs of service to be provided with the only cost to University being the sum identified on Section 6. The City agrees to furnish all equipment and personnel as herein required to keep in continuous operation the On-Campus and U-Pass service for the University. The City agrees to promptly pay all obligations incurred with the operation of such service and agrees to comply with and abide by all of the provisions contained in this Agreement and the instructions of the University herein authorized to be made as well as all applicable federal, state, and local laws, ordinances and regulations.
- 5.4 On-Campus Shelter Maintenance - University shall be responsible for the general cleaning, trash collection, and daily maintenance of all Route U1/Venom stops as shown in Exhibit A.
- 5.5 Hazardous Waste Incidents - University agrees and understands that in the case of an incident when a FAMU Student passenger may have released bodily fluids on a Route U1/Venom bus, the bus will be immediately removed from service and treated for hazardous waste. University will be notified by the City and required to reimburse the City for the costs of each incident plus ten percent of the cost of cleanup for administrative costs.

Section 6. FINANCIAL PROVISIONS

- 6.1 Payment for Service - Payment for the transit service identified in this Agreement shall be a set annual payment established by this Agreement.
 - 6.1.1 Year 1 Payment - Payment for the transit service is \$513,783 or \$42,815.25 monthly.

6.1.2 Year 2 Payment – Payment for the transit service is \$537,093 or \$44,757.75 monthly.

6.1.3 Year 3 Payment – Payment for the transit service is \$568,699 or \$47,391.58 monthly.

6.2 Invoicing - City shall, for each annual term, submit to University 12 monthly invoices for service identified herein and on Attachment A. City is responsible for submitting invoices in detail sufficient for a proper pre-audit and post-audit. Invoices shall indicate agreed upon payment and any adjustments such as additional service requests or reductions in service. In addition to this requirement, invoicing requirement, Section 215.422, F.S., provides that agencies have twenty (20) working days to inspect and approve goods and services, unless bid specifications or the Purchase Order specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date and invoice or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. Invoices returned to City due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the University. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency, may be contacted at (850) 413-7269 or by calling the Department of Financial Services Hotline, 1-800-848-3792 or by calling the University's Purchasing Director at (850) 599-3203.

6.3 Financial Provision for Termination - On any termination of this Agreement, City shall apportion, on a per day basis, the monthly fee due from and including the first day of the month which Agreement is terminated to and including the day on which the notice of termination is received by the City or University, as applicable, or the date specified in the notice, whichever is later. A delay in payment by the University as provided in the University's Prompt Payment Compliance Policy, shall be subject to penalty in accordance with Section 55.03, Florida Statutes.

6.4. Availability of Funding - This Agreement is subject to the availability of funds duly appropriated by the Florida Legislature and budgeted by the University Board of Trustees.

Section 7. INSURANCE, INDEPENDENT CONTRACTORS, LIABILITY AND INDEMNIFICATION

7.1 Insurance - On October 1, 1986, the City qualified to be self-insured by the State of Florida and is in full compliance with all provisions of Section 768.28, Florida Statutes. The City will maintain a reserve account for the sole purpose of providing relief from third party liability claims for which the City may become liable.

7.2 Independent Contractors - It is understood and agreed that the City is an independent contractor and is in no way an agent or employee of the University. The University shall not be liable or responsible for City employees' benefits, insurance or workers compensation claims or assume any liability for any acts or omissions of the City, its agents or its employees. University shall have neither supervision nor control over the City's employees, agents and representatives in the performance of their duties hereunder; such persons shall at all times and in all places be subject to the City's sole direction, supervision and control. Said employees, agents and representatives, however, and any other persons in or about the premises at the request of the City shall conform to all rules established by the University to govern the general conduct of persons in or about said premises. The City shall not have the power or authority to bind the University in any promise, agreement or representation other than as specifically provided for in this Agreement. The City shall not in any manner use the credit, name, logo trademarks and/or copyrights of the University in connection with its business or affairs except as specifically authorized in this Agreement or as approved by the University in writing prior to such use. This does not prohibit the City from referencing the University as a client or placing the University on a client list.

7.3 Indemnification - The City hereby covenants and agrees to hold the University harmless to the extent permitted by Florida law from and against any and all claims and demands of any kind or

nature arising from or in any way connected with the operations of bus transportation system described herein or the exercise of the City, its agents, or employees of any of the rights or responsibilities referred to in this Agreement. The liability of the City, as set forth in this paragraph, is intended to be consistent with limitations of Florida law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligation imposed by this paragraph shall be deemed to alter said waiver or to extend the liability of the City beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which the City may be entitled.

7.4 Interruptions - City shall not be liable to the University, its officers, employees, agents or any third parties for any interruptions of On-Campus service by reason of strikes or acts of God. Brief interruptions of service of no more than one (1) day in duration shall not be cause for abatement or reduction of amounts required to be paid hereunder by the University. Any complete interruptions of service of more than one (1) day in duration shall reduce, prorata, the University's payment obligations under the Financial Provisions section above.

Section 8. TRANSIT ADVERTISING

8.1 Advertising Rights - The parties retain the right to revisit this issue at a later date to discuss interior/exterior advertising, advertising at bus stops, and advertising on other media. Until a decision is made, the City is allowed to sell interior advertising on the University branded buses in accordance with the contract with the City's Advertising Vendor.

Section 9. CAPITAL INFRASTRUCTURE

9.1 New Bus Shelters - The City agrees to provide prior notice to, and consult with, the University when assessing customer needs for new bus shelters. City shall be responsible for the costs, development and construction of all new bus shelters for On-Campus services within the University boundary and shall consult with the University prior to placement of such shelters, if any.

Section 10. MISCELLANEOUS

10.1 Parties of Contact - The parties hereto designate the following persons to be contact persons regarding the performance of this Agreement and for any addition to or modification of the service provided under this Agreement:

University

Byron Williams
Director, Business & Auxiliary Services
FAMU
2400 Wahnish Way, Suite 120
Tallahassee, FL 32307
(850) 599-3090

City

Brian S. Waterman, AICP
Transit Planning Manager
STARMETRO
555 Appleyard Drive
Tallahassee, FL 32304
(850) 891-5564

10.2 Mid-Agreement Service Adjustment - In the event ridership does not meet or exceeds expectations to the point that service must be adjusted to meet the needs of the students, the Parties shall meet to discuss and adjust the service and costs accordingly by amendment to this Agreement as provided in Section 12.2 below. These meetings shall occur before April 30th of the current Agreement Year.

10.3 Meetings - Both parties agree to meet quarterly to discuss this Agreement, its specifics and future enhancements. Both parties agree that the frequency may be altered by mutual agreement as appropriate.

10.4 Marketing - City and University will conduct Marketing and promotion of On-Campus and U-Pass services jointly. Joint marketing efforts shall focus on educating and informing University students of City's transit services, On-Campus services and U-Pass program.

10.4.1 Specific City Service Marketing - City agrees to develop and provide University up to 4,500 On-Campus brochures for internal distribution. City will distribute another 1,000 brochures Citywide. Such service brochures will be jointly designed and produced prior to the fall and spring semesters.

10.4.2 Specific University Service Marketing – University agrees to develop and provide for the marketing of U-Pass Program and On-Campus transit services in its annual student planner. It is agreed University will provide a page for a full-page ad and map, at no cost, for U-Pass services. Such student planner ads and inserts will be jointly designed and approved by the parties.

10.4.3 Inclusion of Transit Services – University will use its best efforts to include its On-Campus and U-Pass transit services in appropriate marketing materials related to University's transportation and parking services to the extent feasible.

10.5 Special Promotions – City agrees to provide prior notice to, and consult with, the University when developing special promotions, which affect both On-Campus and U-Pass services.

Section 11. TERMINATION

11.1 Termination for Convenience - Either party may terminate this Agreement or any bus route, service or segment of service hereunder, without regards to payment period by giving sixty (60) days written notice to the other specifying date of termination. The Agreement must be appropriately amended, as provided in Section 12.2, to reflect such partial termination, which shall not be effective until execution of the amendment by both parties. Upon termination, University shall pay City any outstanding revenue for services performed, as applicable, which are due under this Agreement, through the date of termination. If the University has prepaid any amount, City shall refund the unearned portion of any consideration paid by the University in advance.

11.2 Termination for Default - In the event either party shall default or fail to comply with any of the terms and conditions of this Agreement, the non-defaulting party shall give the defaulting party written notice thereof. If the default or failure is not cured within thirty (30) days after receipt of notice, the non-defaulting party may terminate immediately this Agreement. The failure by either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance of either party. Upon termination, University shall pay City any outstanding revenue for services performed, as applicable, which are due under this Agreement, through the date of termination. The City shall provide the University with a prorated refund of any unearned fees or revenue paid by the University in advance.

11.3 Termination for Violation of Public Records Law - This Agreement is subject to immediate and unilateral cancellation by the University due to failure by the City to provide open access to their records for inspection by authorized representatives. The University has the right to review all records of the City pertaining to this Agreement. This involves public access to all public documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes and made or received by the City in connection with this Agreement.

11.4 Termination for Employment of Unauthorized Person- The employment of unauthorized aliens by City is considered a violation of Section 274(e) of the Immigration and Nationality Act. Such violations shall be cause for unilateral cancellation of this Agreement by the University.

Section 12. STANDARD CLAUSES

- 12.1 Severability – This Agreement and any attachments and exhibits contain all terms, provisions and conditions of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 12.2 Amendments – This Agreement may be amended at any time by mutual agreement of the City and University. Such amendment must be in writing and signed by both parties and attached to the original of this Agreement.
- 12.3 Lobbying - The City agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature or a state agency.
- 12.4 Public Entity Crimes - As provided in Sections 287.132-287.133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the City certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.
- 12.5 Assignment – Neither party may assign or in any way encumber any of its rights or interests under this Agreement without prior written consent of the other party.
- 12.6 Nondiscrimination: The City agrees not to discriminate on the basis of race, religion, color, age, disability, sex, marital status, national origin, or veteran status in its operation, management and employment practices and with respect to availability and accessibility of products and/or product services to the public. The City agrees to comply with the all-applicable laws of Florida and of the United States of America regarding such non-discrimination and equality of opportunity.
- 12.7 Federal Trade Commission (“FTC”): All service providers shall implement and maintain adequate safeguards to comply with FTC rules (16 CFR Part 314) and University policies regarding the safeguarding of customer information.
- 12.8 Governing Law/Venue: This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Florida. Venue for any litigation arising out of or in connection with this Agreement shall be in Leon County, Florida.
- 12.9 Public Notice - City shall provide, and see to the appropriate distribution of, publicity regarding schedules and routes and other appropriate information to keep the public advised of the availability of route service. Nothing in this Agreement, however, will preclude University from promoting cooperatively with City or individually, routes and schedules of the On-Campus and U-Pass services.
- 12.10 Red Flag Rules-City acknowledges that FAMU has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be assessed in accordance with this agreement. Accordingly, City will conduct its activities in accordance with reasonable policies and procedures to detect prevent and mitigate the risk of identity theft.

Section 13. ATTACHMENTS AND EXHIBITS

Attachment A – Academic Calendar

Exhibit A – Venom Express Route

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first written above.

CITY OF TALLAHASSEE

Signature Date

Anita Favors-Thompson, City Manager
Typed Name and Title

ATTEST:

Signature Date

James O. Cooke, IV, City Treasurer-Clerk
Typed Name and Title

APPROVED AS TO FORM:

Signature Date

Lewis E. Shelley, City Attorney
Typed Name and Title

FLORIDA AGRICULTURAL & MECHANICAL UNIVERSITY

Signature Date

Typed Name and Title (*University President*)

ATTEST:

Signature Date

Typed Name and Title (*Contract Administrator*)

APPROVED AS TO FORM:

Signature Date

Typed Name and Title (*University Counsel*)

ATTACHMENT A

ACADEMIC CALENDAR - STANDARD SERVICE

Daily Peak University Season Service Hours – 26:30

Daily Off-Peak (Summer) University Season Service Hours – 10:30

Total Agreement Term Hours of Service – 4,601:00

MONTH	M	T	W	T	F	# of days	Total Days	Total Hours	MONTH	M	T	W	T	F	# of Total days	Total Hours
Jul-13	M	T	W	T	F				Jan-14	M	T	W	T	F		
	1	2	3	OFF	OFF	3						OFF	OFF	OFF	0	
	8	9	10	11	OFF	4				6	7	8	9	10	5	
	15	16	17	18	OFF	4				13	14	15	16	17	5	
	22	23	24	25	OFF	4				OFF	21	22	23	24	4	
29	30	31			3	18	189:00	27	28	29	30	31	5	19	503:30	
Aug-13	M	T	W	T	F				Feb-14	M	T	W	T	F		
				1	OFF	1										
	5	6	7	8	OFF	5				3	4	5	6	7	5	
	OFF	OFF	OFF	OFF	OFF	0				10	11	12	13	14	5	
	OFF	OFF	OFF	OFF	OFF	0				17	18	19	20	21	5	
26	27	28	29	30	4	9	143:00	24	25	26	27	28	5	20	530:00	
Sep-13	M	T	W	T	F				Mar-14	M	T	W	T	F		
	OFF	3	4	5	6	4										
	9	10	11	12	13	5				3	4	5	6	7	5	
	16	17	18	19	20	5				OFF	OFF	OFF	OFF	OFF	0	
	23	24	25	26	27	5				17	18	19	20	21	5	
30					1	20	530:00	24	25	26	27	28	5			
								31						1	16	424:00
Oct-13	M	T	W	T	F				Apr-14	M	T	W	T	F		
		1	2	3	4	4										
	7	8	9	10	11	5					1	2	3	4	4	
	14	15	16	17	18	5				7	8	9	10	11	5	
	21	22	23	24	25	5				14	15	16	17	18	5	
28	29	30	31		4	23	609:30	21	22	23	24	25	5			
								28	29	30				3	22	583:00
Nov-13	M	T	W	T	F				May-14	M	T	W	T	F		
					1	1										
	4	5	6	7	8	5										
	OFF	12	13	14	15	4				OFF	OFF	OFF	OFF	OFF	0	
	18	22	23	21	22	5				12	13	14	15	OFF	4	
25	26	27	OFF	OFF	3	18	477:00	19	20	21	22	OFF	4			
								OFF	27	28	29	OFF	4	21	168:30	
Dec-13	M	T	W	T	F				Jun-14	M	T	W	T	F		
	2	3	4	5	6	5										
	9	10	11	12	13	5				2	3	4	5	OFF	4	
	OFF	OFF	OFF	OFF	OFF	0				9	10	11	12	OFF	4	
	OFF	OFF	OFF	OFF	OFF	0				16	17	18	19	OFF	4	
OFF	OFF				0	10	265:00	23	24	25	26	OFF	4			
								30						1	17	178:30

EXHIBIT A

ROUTE U1/VENOM EXPRESS ROUTE

Venom Route with Stops and Shelters

