

SECOND AMENDMENT TO AGREEMENT
INTERGOVERNMENTAL COOPERATION AGREEMENT

Between

CITY OF COLUMBIA, MISSOURI

And

UNIVERSITY OF MISSOURI

THIS AMENDMENT (hereinafter “Amendment”) is made by and between the City of Columbia, Missouri (hereinafter “City”), a Constitutional charter city of the State of Missouri, and The Curators of the University of Missouri (hereinafter “University”), both parties to the Intergovernmental Cooperation Agreement authorized by City Council on August 17, 2020 (hereinafter “Original Agreement”), and is entered into on the date of the last signatory below (hereinafter “Effective Date”). City and University are each individually referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, City and University entered into Original Agreement for purposes of City providing University with Shuttle Bus Service; and

WHEREAS, both Parties wish to mutually amend Original Agreement for purposes of eliminating **RP10, the Research Reactor Route (403)**, which would reduce the hours of service by three thousand three hundred fifty-two (3,352) hours and reduce the total cost to University by an estimate of \$201,120;

WHEREAS, both Parties now wish to amend the Original Agreement pursuant to the terms and conditions provided for in this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

- I. **General.** All terms and provisions of Original Agreement, a copy of which is attached hereto as **Attachment 2** and made a part of this Amendment, will remain in full force and effect on both Parties, except as amended in this Amendment. If there is conflict between this Amendment and the Original Agreement, or any earlier amendment, then the terms of this Amendment will prevail.
- II. **Amendment.** Both Parties agree to amend Original Agreement in the following manner:
 - a. Section I.A. “Commuter Lot Shuttle Bus Service” shall be amended to eliminate **RP10, the Research Reactor Route (403)**, and read to remove all references thereto in this section. All other terms and conditions in this section shall remain the same.
 - b. Section II. “Cost for Shuttle and Accessible Bus Service” shall be amended to read that the estimated hours of service be reduced from 17,560 hours to 14,208

hours and the estimated total cost be reduced from \$1,053,600 to \$852,480. All other terms and conditions in this section shall remain the same.

- III. **Confirmation of Original Agreement as Amended.** The Parties hereby adopt, ratify, and confirm the Original Agreement as it is amended by this Amendment. This Amendment shall be binding on, and inure to the benefit of, the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by their duly authorized representatives as of the date of the last signatory hereto.

CITY OF COLUMBIA, MISSOURI



By: _____

John Glascock, City Manager

Date: _____

ATTEST:

By: _____

Sheela Amin, City Clerk

Name: _____

APPROVED AS TO FORM:

By: _____

Nancy Thompson, City Counselor / MDB

**THE CURATORS OF THE
UNIVERSITY OF MISSOURI**

By: _____

Date: _____

Introduced by Treece

First Reading 8-3-20

Second Reading 8-17-20

Ordinance No. 024333

Council Bill No. B 201-20

AN ORDINANCE

authorizing an intergovernmental cooperation agreement with The Curators of the University of Missouri for integrated shuttle bus service on campus; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an intergovernmental cooperation agreement with The Curators of the University of Missouri for integrated shuttle bus service on campus for the period of July 1, 2020 through June 30, 2021. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof. Any actions taken by or on behalf of the City in connection with such agreement prior to the date of this ordinance are hereby approved and ratified.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 17th day of August, 2020.

ATTEST:

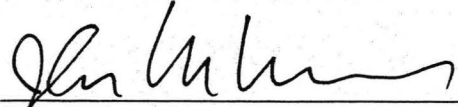


City Clerk



Mayor and Presiding Officer

APPROVED AS TO FORM:



City Counselor

INTERGOVERNMENTAL COOPERATION AGREEMENT

This intergovernmental cooperation agreement (the "Agreement") is entered into on this ____ day of _____, 2020, by and between the City of Columbia, Missouri, a Constitutional charter city of the State of Missouri (hereinafter referred to as the "City"), and The Curators of the University of Missouri (hereinafter referred to as "University"); and may collectively be referred to as the "Parties."

WHEREAS, the University requests integrated Shuttle Bus Service to include: Day Shuttle Bus Service; Evening / Sunday p.m. Shuttle Bus Service; Accessible Shuttle Bus Service; and:

WHEREAS, the City is willing to provide these services.

NOW, THEREFORE, the parties agree as follows:

I. CITY PROVIDED SERVICES

A. Commuter Lot Shuttle Bus Service:

Shuttle Bus Service from commuter parking lots; SG4 (east of Hearnes Center), AV14 (Trowbridge Livestock Center), and RP10 (east of the Research Reactor).

Hours of Operation: 5:00 a.m. to 11:30 p.m. while classes are in session for approximately 163 days and weekend service hours from 6:00 pm until 12:00 am for approximately 64 days. Service hours for SG4 are from 5:00 am to 8:00 pm; service hours for AV14 are from 6:00 am to 8:00 pm; and service hours for RP10 are from 6:00 am to 12:00 am Monday – Friday and from 6:00 pm – 12:00 am on Saturday and Sundays. Hours for each service line can be changed if the total hours and total number of vehicles are maintained. Service shall be a minimum of eight (8) 35 passenger or larger accessible transit type buses (not school buses) equipped with bicycle racks. SG4, AV14, and RP10 routes are required to maintain a fifteen (15) minute frequency or better during all operating hours under standard and expected operating conditions. Limited service for SG4 and AV14 is provided from 10:00 am to 6:00 pm during the week before classes start for the fall and spring semesters. In the event that operations consistently or frequently miss targeted service level requirements for unacceptable causes, the University of Missouri reserves the right to meet with Go COMO leadership to discuss alternatives and remedies for undelivered service.

B. East Campus Shuttle Bus Service:

East Campus Shuttle Bus Service requires that one (1) bus for the East Campus Loop, five (5) days a week from 8:00 p.m. to 12:00 am, Saturday and Sunday from 12:00 p.m. to 12:30 am during Fall and Spring semesters. The bus shall operate daily throughout the academic year while Residence Halls are open, except on Labor Day, and during Thanksgiving, Christmas, and Spring Breaks. Departure will be from the MU Student Center at scheduled intervals as specified by the University of Missouri. The Evening Shuttle Bus must be accessible, equipped with bicycle racks, and sized so that evening

ridership demand is met; a minimum capacity of fifteen (15) passengers. The routes for the East Campus are designed as thirty (30) minute loops.

C. Accessible Bus Service:

The Office of Disability Services (ODS) will provide accessible transportation by way of mini-bus for students with permanent disabilities registered with the ODS. The service will be available from 7:00 a.m. – 5:00 p.m. Monday – Friday during the Fall and Spring semesters. The services will include: transporting students from Residence Halls to and from classrooms, from designated pick-up areas on campus. Students must provide the ODS with ample time to arrange and coordinate scheduled pick-ups. The bus will provide transportation to as many students as meets maximum capacity limits. NOTE: During the contract period the Accessible Bus Service may be extended to 11:00 p.m.

II. COST FOR SHUTTLE AND ACCESSIBLE BUS SERVICE

A cost per service hour of \$60 will be used to establish the amount charged the University. This cost per service hour will cover all costs associated with operating, maintaining, and replacing vehicles used in the operation of the Shuttle and Accessible Bus Service. It also includes all costs associated with GPS technology installed on vehicles operating on Shuttle Bus Service routes. The number of service hours will be determined by route requirements. The University will be provided with a minimum of 120 days' notice if any change in the cost per service hour or number of service hours is anticipated. The estimated total cost, using 21,044 hours of service is \$1,262,640.

III. DESIRED BUS COLORS AND SIGNAGE

The preferred colors of buses used on Shuttle Bus Service routes are black and gold. Each bus will have electronic route display signs capable of displaying the University shuttle service name (Tiger Line), route number, and destination.

IV. ADDITIONAL REQUIREMENTS

A. Any increase or decrease in service, route or stop additions or deletions deemed necessary by the University will be communicated to the provider and, based on the nature and extent of the service adjustment, will take effect as quickly as the necessary resources (additional buses, drivers, training, signage, etc.) can be put in place by the provider.

B. Additional spare buses are located at the City of Columbia Wabash Station, 126 N. 10th Street and have a 20 minute or less replacement time.

V. GPS TECHNOLOGY

All buses used for Shuttle Bus Service routes will have GPS technology included. The University shall have the capability to view real time bus locations for all buses on the Shuttle Bus Service routes through a management portal. The provider will have a dispatcher or technology solution to assign vehicles to routes at all times during operations. Passenger information should be available in near real time and displayable on internet connected monitors that automatically update and available on internet capable mobile devices such as smart phones and tablets. Vehicle locations will be viewable on smart phones and tablets. It is desirable that ETA (Estimated Time of Arrival) information and vehicle location updates be available via text message. Each bus used on the Shuttle Bus Service will have electronic passenger counting or automated passenger counting capabilities that is reportable in terms of boardings and alightings by stop, date, time, route, and bus.

VI. OPERATIONAL MEETINGS

A quarterly operations meeting will be held on site at the University to review quarterly service delivered by route and day. The quarterly report will also detail missed trips or unscheduled service reductions, fuel usage and vehicle mileage, customer service issues, incidents, and resolutions.

VII. DRIVER TRAINING

Each new driver on University Shuttle Bus Service routes will receive a minimum of 2-4 hours of training on University operations, as well as a minimum of 2-4 hours per year of customer service, defensive driving, and safety training. This information will be provided to the University as requested.

VIII. AGREEMENT LENGTH AND TERMINATION CONDITIONS

The agreement between The University of Missouri Parking and Transportation Services and the City of Columbia to provide Shuttle Bus Service will be for a period of one (1) year beginning July 1, 2020 through June 30, 2021. Either party may elect to terminate the agreement within the one (1) year period; however, if either party exercises the right to terminate the agreement, notice of termination must be given on January 1. The agreement would then be terminated on December 31 of that year.

In the event the University moves to virtual academic status and students are no longer attending in-person classes nor residing in Residence Halls, the University may terminate service without liability until such time as students return to in-person classes and/or Residence Halls re-open. University shall provide the City ten days written notice of the intent to terminate services.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have been duly authorized to execute this Agreement as of the day and year first above written.

CITY OF COLUMBIA, MISSOURI

DAV

By:

John Glascock
John Glascock, City manager

ATTEST:

Sheela Amin

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nandy Thompson

City Counselor
Nandy Thompson

NTM

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

By:

Casey Morris

CASEY MORRIS
SR. BUS. SUCS. COUNS.

REVIEWED
By Casey at 7:35 am, Jun 10, 2020

Approved as to
Legal Form



CKM

JUN 11, 2020