

SIXTH AMENDMENT TO  
MASTER SERVICES AGREEMENT

This Sixth Amendment to Master Services Agreement, having an Effective Date of February 1, 2025 (this “Sixth Amendment”), by and between the City of Gainesville, Florida, by and through its City Commission (the “City”), and The University of Florida Board of Trustees (the “University”) hereby amends the Master Services Agreement dated as of June 17, 2019, as amended by the First Amendment to Master Services Agreement dated as of October 21, 2020, the Second Amendment to Master Services Agreement dated as of June 30, 2021, the Third Amendment to Master Services Agreement dated as of September 26, 2023, the Fourth Amendment to Master Services Agreement dated as of June 28, 2024, and the Fifth Amendment to the Master Services Agreement dated as of December 18, 2024 (as further amended, modified or supplemented from time to time, the “Agreement”), by and between the City and the University. Unless otherwise defined herein, terms defined in the Agreement and used herein shall have the meanings given to them in the Agreement.

WITNESSETH

WHEREAS, the City and the University (the “Parties”) have for many years had a strong collaborative relationship through a series of interlocal agreements in order for the City to provide transportation services through its public transit system RTS to the University’s employees and students;

WHEREAS, the Parties entered into the Agreement and a concurrent Statement of Work to replace, consolidate and supersede the numerous interlocal agreements into a single Agreement; and

WHEREAS, the Parties wish to extend the Term of the Agreement and the corresponding Statement of Work and amend certain other terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Extension of the Term of the Agreement. The Parties agree amend the Agreement by deleting Section 5.1 of the Agreement and restating it as follows:

5.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until February 28, 2025, unless sooner terminated pursuant to the terms of the Agreement.

2. Fees. During the period commencing on January 1, 2025, and ending on February 28, 2025 (the “Extension Period”), the fees payable by the University shall be calculated using the rates in effect under the Agreement during the month of December 2024. However, if the Parties thereafter enter into a new agreement for the provision of transportation services at an increased rate (the “New Agreement”), then, within 30 days after the City provides the University with an accurate invoice, the University will pay

to the City the difference

between the fees calculated under the Agreement for the Extension Period and the fees that would have been payable during the Extension Period under the New Agreement if the New Agreement had been in effect as of January 1, 2025.

- 3. Amendment Limited. This Sixth Amendment is limited as specified herein and shall not constitute a novation, modification, acceptance or waiver of any other provision of the Agreement. The terms and conditions of the Agreement, as amended by this Sixth Amendment, constitute the entire agreement and understanding of the Parties with respect to the subject matter contained herein, and supersede all prior writings and oral communications with respect thereto.
- 4. Counterparts. This Sixth Amendment may be executed in counterparts. Delivery of an executed counterpart of a signature page to this Sixth Amendment by facsimile or other electronic transmission will be effective as delivery of a manually executed counterpart of this Sixth Amendment.
- 5. Governing Law. This Sixth Amendment is governed by the laws of the State of Florida.

IN WITNESS WHEREOF the Parties have caused their duly authorized officers to execute and deliver this Sixth Amendment as of the date first above written.

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| THE UNIVERSITY OF FLORIDA<br>BOARD OF TRUSTEES | CITY OF GAINESVILLE   |
| By: _____<br>University of Florida             | By: _____<br>Cynthia W. Curry<br>City Manager                       |
|  | Approved as to Form and Legality:<br><br>By: _____<br>City Attorney |