

UF Draft
September 24, 2020

**FIRST AMENDMENT TO
MASTER SERVICES AGREEMENT**

This First Amendment, dated as of October [21], 2020 (the "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 Service Agreement, dated as of June 17, 2019 (as 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 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;

WHEREAS, due to circumstances related to the COVID-19 pandemic, the parties wish to amend the Agreement to reflect that the University has agreed for a limited time period to pay for special cleaning and disinfecting activities related to COVID-19 (the "COVID Activities") to ensure safe, accessible and sufficient RTS transportation service, including a full complement of RTS drivers for the 2020 Fall Semester; and amend certain other terms and conditions of the Agreement upon the 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 hereby agree as follows:

1. Amendments to the Agreement. The parties hereby agree to amend the following provisions of the Agreement:

a. Adding the following Section 2.9:

"2.9 Provide the COVID Activities pursuant to relevant CDC guidelines and shall keep the University informed of all such COVID Activities. The City shall invoice the University on a monthly basis for the COVID Activities performed from March 2020 to December 2020 and provide sufficient detail and documentation as reasonably requested by the University. For the avoidance of doubt, the City will provide 10 (ten) separate monthly invoices for payment of the COVID Activities."

b. Adding the following Section 4.5:

“For the COVID Activities to be performed hereunder, the University will pay to City a fee at an hourly rate of \$46.48 for the COVID Activities performed from March 2020 to December 2020; provided that (a) the monthly invoices are timely, undisputed, sufficiently detailed and properly backed up; and (b) the total University commitment to pay the invoices for the COVID Activities fee detailed herein shall under no circumstances exceed \$2,977,000 in the aggregate. The University shall pay the limited monthly COVID Activity fee within 30 (thirty) days of receipt by the University of an invoice from City accompanied by documentation reasonably requested by the University. All City expenses related to COVID not pre-approved by the University Contract Manager for the period of March 2020 through December 2020 or not otherwise meeting the requirements of this Amendment, including RTS COVID Activity expenses after December 2020, shall be the sole responsibility of the City.”

c. Section 5.2 is hereby amended to read as follows:




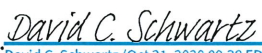
“Each party, in its sole discretion, may terminate this Agreement or any Statement of Work, in whole or in part, at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least 60 (sixty) days' prior written notice to the other party; provided that either party may terminate the Amendment related to the COVID Activities by providing at least 7 (seven) days prior written notice to the other party.”

2. Amendment Limited. This 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 Amendment, including and together with any related exhibits, schedules, attachments, and appendices incorporated herein by reference, constitute the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein, and supersede all prior writings and oral communications with respect thereto.

3. Counterparts. This Amendment may be executed in counterparts. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

4. Governing Law. This Amendment shall be governed by the laws of the State of Florida.

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

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES By: <u></u> Name: Charles E. Lane Title: Senior Vice President and COO	CITY OF GAINESVILLE: By: <u></u> Oct 21, 2020 Name: Lee Feldman Title: City Manager
Approved by: By: <u> 10/27/2020</u> Name: Craig R. Hill Title: Associate Vice President for Business Affairs	Approved as to Form and Legality By: <u></u> By: <u>David C. Schwartz (Oct 21, 2020 09:38 EDT)</u> City Attorney

UF Draft September 30, 2021

SECOND AMENDMENT TO MASTER SERVICES AGREEMENT

This Second Amendment, dated as of June 30, 2021 (the "Second 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 Service Agreement, dated as of June 17, 2019 (as amended by the First Amendment, dated as of October 21, 2020, and 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 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;

WHEREAS, the parties entered into the First Amendment to the Agreement, as a response to the COVID-19 pandemic, in order to ensure safe, accessible and sufficient RTS transportation service during the 2020 Fall Semester;

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;

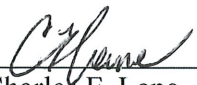

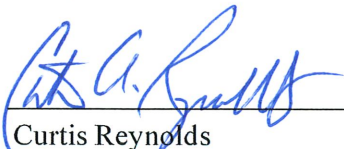
NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amendments to the Agreement. The parties hereby agree to amend the following provisions of the Agreement:
 - a. Section 5.1 of the Agreement is hereby amended to read as follows:

"5.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until June 30, 2023, unless sooner terminated pursuant to the terms of the Agreement."
 - b. Schedule B to the Agreement is hereby amended by replacing the original Schedule B with a new Schedule B, attached hereto as Exhibit A.

2. Amendment Limited. This 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 Amendment, including and together with any related exhibits, schedules, attachments, and appendices incorporated herein by reference, constitute the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein, and supersede all prior writings and oral communications with respect thereto.
3. Counterparts. This Amendment may be executed in counterparts. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment.
4. Governing Law. This Amendment shall be governed by the laws of the State of Florida.

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

<p>THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES</p> <p>By: <u></u> Name: Charles E. Lane Title: Senior Vice President and COO</p>	<p>CITY OF GAINESVILLE:</p> <p>By: <u></u> Name: Lee R. Feldman Nov 10, 2021 Title: City Manager</p>
<p>Approved by:</p> <p>By: <u></u> Name: Curtis Reynolds Title: Vice President for Business Affairs</p>	<p>Approved as to Form and Legality</p> <p>By: <u>David C. Schwartz</u> <u>David C. Schwartz (Nov 10, 2021 15:58 EST)</u> City Attorney</p>

THIRD AMENDMENT TO MASTER SERVICES AGREEMENT

This Third Amendment, dated as of September 26, 2023, (the "Third 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, dated as of October 21, 2020, and the Second Amendment, dated as of June 30, 2021, and 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 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;

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 hereby agree as follows:

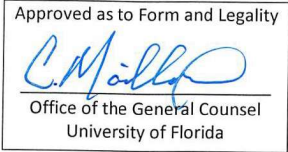
1. Amendments to the Agreement. The parties hereby agree to amend the following provisions of the Agreement:
 - a. Section 5.1 of the Agreement is hereby amended to read as follows:

"5.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until June 30, 2024, unless sooner terminated pursuant to the terms of the Agreement."
 - b. Schedule B to the Agreement is hereby amended by replacing it with a new Schedule B (2023), attached hereto as Schedule 1.
2. Amendment Limited. This 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 Amendment, including and together with any related exhibits, schedules, attachments, and appendices incorporated herein by reference, constitute the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein, and supersede all prior writings and oral communications with respect thereto.
3. Counterparts. This Amendment may be executed in counterparts. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment.
4. Governing Law. This Amendment shall be governed by the laws of the State of Florida.

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

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES		CITY OF GAINESVILLE:	
By: <u>Curtis Reynolds</u>	9/27/2023 9:03 AM EDT	By: <u>Cynthia Curry</u>	Cynthia Curry (Nov 29, 2023 17:01 EST)
Name: Curtis Reynolds		Name: Cynthia Curry	
Title: Vice President for Business Affairs		Title: City Manager	

Reviewed by:		Approved as to Form and Legality:	
<u>Eddie Daniels</u>	9/26/2023 10:18 AM EDT	<u>David C. Schwartz</u>	David C. Schwartz (Nov 29, 2023 15:23 EST)
Name: Eddie Daniels		Name:	
Title: Assistant Vice President, Business Services		Title: City Attorney	



Schedule 1 To Third Amendment

EXHIBIT B (2023)

FEE SCHEDULE

The University shall pay to City the following fees on a monthly basis. Fees will be payable within 30 days of receipt of a monthly invoice in the format as set out in Exhibit F (the “RTS Monthly Invoice”). The fees are comprised of three components:

1. An annual hourly rate for actual RTS bus service hours provided for each period of operation under this Agreement, in accordance with the per service hour breakdown for each RTS route as detailed in the RTS Monthly Invoice, for the purpose of providing University students unlimited free access to regular city and campus transit routes. Annual hourly rates are compensation in full for the Services associated with providing University students unlimited free access to regular city and campus transit routes. City is responsible for all inflationary costs, including fuel prices. The annual hourly rates for each period of operation under this Agreement are as follows:

<u>Period</u>	<u>Hourly Rate</u>
August 20, 2016 – August 19, 2017	\$64.88
August 20, 2017 – June 30, 2018	\$64.88
July 1, 2018 – June 30, 2019	\$67.25
July 1, 2019 – June 30, 2020	\$68.36
July 1, 2020 – June 30, 2021	\$68.36
July 1, 2021 – June 30, 2022	\$71.44
July 1, 2022 – September 30, 2023	\$75.00
October 1, 2023 – June 30, 2024	\$84.00

The actual RTS bus service hours reported on the RTS Monthly Invoice must reflect any changes to the routes, hours per day or service hours, and days per week. City shall provide explanation notes for any service change variances (actual to monthly budget projection) on the Monthly RTS Invoice in the format as set out in Exhibit F.

2. A fixed annual fee for the purpose of providing University employees and the spouse/partner of said employees and of University students unlimited free access to regular city and campus transit routes for each period of operation under this Agreement. The basis of the fixed fee amount is the cost of \$7.50 per University employee for 12,449 employees and \$7.50 per spouse/partner for 1,756 spouse/partners of its employees and students or \$106,536 annually (rounded for 12 equal monthly payments).

<u>Period</u>	<u>Cost</u>	<u>Headcount</u>	<u>Annual Fee</u>	<u>Monthly Fee</u>
August 20, 2016 – August 19, 2017	\$7.50	14,205	\$106,536	\$8,878
August 20, 2017 – June 30, 2018	\$7.50	14,205	\$106,536	\$8,878
July 1, 2018 – June 30, 2019	\$7.50	14,205	\$106,536	\$8,878
July 1, 2019 – June 30, 2020	\$7.50	14,205	\$106,536	\$8,878
July 1, 2020 – June 30, 2021	\$7.50	14,205	\$106,536	\$8,878
July 1, 2021 – June 30, 2022	\$7.50	14,205	\$106,536	\$8,878
July 1, 2022 – June 30, 2023	\$7.50	14,205	\$106,536	\$8,878
July 1, 2023 – June 30, 2024	\$7.50	14,205	\$106,536	\$8,878

3. A fixed annual fee for the purpose of providing University retirees unlimited free access to regular city and campus transit routes for each period of operation under this Agreement. The basis of the fixed fee amount is the cost of \$7.50 per University retiree for 2,493 retirees or \$18,696 annually (rounded for 12 equal monthly payments).

<u>Period</u>	<u>Cost</u>	<u>Headcount</u>	<u>Annual Fee</u>	<u>Monthly Fee</u>
August 20, 2016 – August 19, 2017	\$7.50	2,493	\$18,696	\$1,558
August 20, 2017 – June 30, 2018	\$7.50	2,493	\$18,696	\$1,558
July 1, 2018 – June 30, 2019	\$7.50	2,493	\$18,696	\$1,558
July 1, 2019 – June 30, 2020	\$7.50	2,493	\$18,696	\$1,558
July 1, 2020 – June 30, 2021	\$7.50	2,493	\$18,696	\$1,558
July 1, 2021 – June 30, 2022	\$7.50	2,493	\$18,696	\$1,558
July 1, 2022 – June 30, 2023	\$7.50	2,493	\$18,696	\$1,558
July 1, 2023 – June 30, 2024	\$7.50	2,493	\$18,696	\$1,558

City shall provide to University an Annual Budget Projection (the “Annual Budget Projection”) forecasting the University’s fees, broken down by month, in a format as set out in Exhibit F to the Master Service Agreement

FOURTH AMENDMENT TO MASTER SERVICES AGREEMENT

This Fourth Amendment, dated as of June 30, 2024 (the "Fourth 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 Service Agreement, dated as of June 17, 2019 (as amended by the First Amendment, dated as of October 21, 2020, the Second Amendment, dated as of June 30, 2021, and the Third Amendment dated as of September 26, 2023, and 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 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;

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 hereby agree as follows:

1. Amendments to the Agreement. The parties hereby agree to amend the following provisions of the Agreement:
 - a. Section 5.1 of the Agreement is hereby amended to read as follows:

"5.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until December 31, 2024, unless sooner terminated pursuant to the terms of the Agreement."
 - b. Schedule B to the Agreement is hereby amended by replacing it with a new Schedule B (2024), attached hereto as Schedule 1.
2. Amendment Limited. This 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 Amendment, including and together with any related exhibits, schedules, attachments, and appendices incorporated herein by reference, constitute the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein, and supersede all prior writings and oral communications with respect thereto.

- 3. Counterparts. This Amendment may be executed in counterparts. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment.
- 4. Governing Law. This Amendment shall be governed by the laws of the State of Florida.

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

<div>THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES</div> <div>By: <u>David E. Kratzer</u> <small>David E. Kratzer (Jun 28, 2024 14:28 EDT)</small></div> <div>Dave Kratzer Senior VP, Construction, Facilities & Auxiliary Operations</div>	<div>CITY OF GAINESVILLE:</div> <div>By: <u>Cynthia W. Curry</u></div> <div>Cynthia W. Curry City Manager</div>
	<div>Approved as to Form and Legality</div> <div>By: <u>David C. Schwartz</u> <small>David C. Schwartz (Jun 28, 2024 15:33 EDT)</small></div> <div>City Attorney</div>

Schedule 1 To Fourth Amendment
EXHIBIT B (2024)

FEE SCHEDULE

The University shall continue to pay to City the following fees on a monthly basis. Fees will be payable within 30 days of receipt of a monthly invoice in the format as set out in Exhibit F (the “RTS Monthly Invoice”). The fees are comprised of three components:

1. An annual hourly rate for actual RTS bus service hours provided for each period of operation under this Agreement, in accordance with the per service hour breakdown for each RTS route as detailed in the RTS Monthly Invoice, for the purpose of providing University students unlimited free access to regular city and campus transit routes. Annual hourly rates are compensation in full for the Services associated with providing University students unlimited free access to regular city and campus transit routes. City is responsible for all inflationary costs, including fuel prices. The annual hourly rates for each period of operation under this Agreement are as follows:

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July 1, 2023 – December 31, 2024	\$84.00

The actual RTS bus service hours reported on the RTS Monthly Invoice must reflect any changes to the routes, hours per day or service hours, and days per week. City shall provide explanation notes for any service change variances (actual to monthly budget projection) on the Monthly RTS Invoice in the format as set out in Exhibit F.

2. A fixed annual fee for the purpose of providing University employees and the spouse/partner of said employees and of University students unlimited free access to regular city and campus transit routes for each period of operation under this Agreement. The basis of the fixed fee amount is the cost of \$7.50 per University employee for 12,449 employees and \$7.50 per spouse/partner for 1,756 spouse/partners of its employees and students or \$106,536 annually (rounded for 12 equal monthly payments).

<u>Period</u>	<u>Cost</u>	<u>Headcount</u>	<u>Annual Fee</u>	<u>Monthly Fee</u>
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July 1, 2022 – June 30, 2023	\$7.50	14,205	\$106,536	\$8,878
July 1, 2023 – June 30, 2024	\$7.50	14,205	\$106,536	\$8,878
July 1, 2024 – December 31, 2024	\$7.50	14,205	\$106,536	\$8,878

3. A fixed annual fee for the purpose of providing University retirees unlimited free access to regular city and campus transit routes for each period of operation under this Agreement. The basis of the fixed fee amount is the cost of \$7.50 per University retiree for 2,493 retirees or \$18,696 annually (rounded for 12 equal monthly payments).

<u>Period</u>	<u>Cost</u>	<u>Headcount</u>	<u>Annual Fee</u>	<u>Monthly Fee</u>
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July 1, 2024 – December 31, 2024	\$7.50	2,493	\$18,696	\$1,558

City shall provide to University an Annual Budget Projection (the “Annual Budget Projection”) forecasting the University’s fees, broken down by month, in a format as set out in Exhibit F to the Master Service Agreement.