

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: _____
Name: Curtis Reynolds	Name: Cynthia Curry
Title: Vice President for Business Affairs	Title: City Manager
Reviewed by: <u>Eddie Daniels</u> 9/26/2023 10:18 AM EDT	Approved as to Form and Legality: _____
Name: Eddie Daniels	Name:
Title: Assistant Vice President, Business Services	Title: City Attorney

Approved as to Form and Legality

Office of the General Counsel
University of Florida

Signature Page to the Third Amendment to the RTS Master Service Agreement

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