

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.

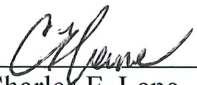

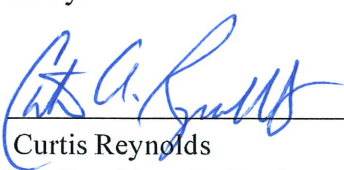
<p>THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES</p> <p>By:  _____ Name: Charles E. Lane Title: Senior Vice President and COO</p>	<p>CITY OF GAINESVILLE:</p> <p>By:  _____ Name: Lee R. Feldman      Nov 10, 2021 Title: City Manager</p>
<p>Approved by:</p> <p>By:  _____ Name: Curtis Reynolds Title: Vice 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>

EXHIBIT B

**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 – June 30, 2023	\$75.00

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

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

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

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.

<p>THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES</p> <p>By: <u><i>Charles E. Lane</i></u> Name: Charles E. Lane Title: Senior Vice President and COO</p>	<p>CITY OF GAINESVILLE:</p> <p>By: <u><i>Lee Feldman</i></u> Oct 21, 2020 Name: Lee Feldman Title: City Manager</p>
<p>Approved by:</p> <p>By: <u><i>Craig R. Hill</i> 10/29/2020</u> Name: Craig R. Hill Title: Associate Vice President for Business Affairs</p>	<p>Approved as to Form and Legality</p> <p>By: <u><i>David C. Schwartz</i></u> <small>David C. Schwartz [Oct 21, 2020 09:38 EDT]</small> City Attorney</p>



Execution Copy

UNIVERSITY OF FLORIDA  
MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is entered into on June 17, 2019 (the "Effective Date") by and between the City of Gainesville, Florida, a municipal corporation, by and through its City Commission (the "City"), and the University of Florida Board of Trustees, a public body corporate of the State of Florida (the "University").

WHEREAS, University desires to reduce the demand for on-campus parking;

WHEREAS, University desires to provide its students, employees, spouses or partners of students and employees, and retirees (hereinafter referred to as the "University Community") unlimited access to public transit as a means of commuting to school and work, to and from campus;

WHEREAS, City operates the public transit system, Gainesville Regional Transit System ("RTS"), that has the capability and capacity to provide certain transportation services;

WHEREAS, University desires to retain City to provide the transportation services under the terms and conditions hereinafter set forth;

WHEREAS, City and University desire to replace and supersede the Student Interlocal Agreement, the Employee Interlocal Agreement and the Retiree Interlocal Agreement (each as hereinafter defined) in their entirety with the terms and conditions of this Agreement;

WHEREAS, it is the purpose and intent of the Parties to enter into this Agreement, under their respective powers, formed in reliance upon and under the authority of the "Florida Interlocal Cooperation Act of 1969", Section 163.01, Florida Statutes, as amended; and

WHEREAS, the Parties are authorized to cooperatively and efficiently use their powers to provide services and facilities in a manner that will advance the needs and development of local communities;

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, City and University (hereinafter, collectively, the "Parties", or each, individually, a "Party") agree as follows:

1. Services. City shall provide to University the services (the "Services") set out in one or more statements of work to be issued by University and accepted by City (each, a "Statement of Work"). The initial accepted Statement of Work is attached hereto as Exhibit A. Additional Statements of Work substantially in the same form as the Statement of Work attached hereto shall be deemed accepted and incorporated into this Agreement only if signed by the City Contract Manager (as defined in Section 2.1 below) and the University Contract Manager (as

defined in Section 3.1 below), appointed pursuant to Section 2.1 and Section 3.1, respectively. The City shall provide the Services (a) in accordance with the terms and subject to the conditions set forth in the respective Statement of Work, this Agreement and the exhibits attached hereto; (b) using personnel of required skill, experience, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with generally recognized industry standards in the transportation services field; and (e) to the reasonable satisfaction of the University.

2. City Obligations. City shall:

2.1 Designate a primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "City Contract Manager").

2.2 Assign only qualified and licensed representatives to provide the Services.

2.3 Comply with all applicable laws and regulations in providing the Services.

2.4 Maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by City in providing the Services. During the Term (as defined in Section 5.1) and for a period of three (3) years thereafter, upon University's written request, City shall allow University or University's representative to inspect and make copies of such records in connection with the provision of the Services; provided that University provides City with reasonable advance written notice of the planned inspection, and any such inspection shall take place during regular business hours.

2.5 Provide the Services on the Route Schedule attached hereto as Exhibit C and consistent with the academic calendar attached hereto as Exhibit D.

2.6 Provide monthly ridership reports to University substantially in the form set forth on Exhibit E.

2.7 Provide explanation notes for any service change variances (actual to monthly budget projection) on the Monthly RTS Invoice in the format as set forth in Exhibit F.

2.8 Provide 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.

3. University Obligations. University shall:

3.1 Designate a primary contact to act as its authorized representative with respect to matters pertaining to this Agreement (the "University Contract Manager").

4. Fees and Expenses.

4.1 For the Services to be performed hereunder, the University will pay to City a fee in accordance with the fee schedule set out in the Fee Schedule, attached hereto as Exhibit B. Unless

otherwise provided in the Fee Schedule, said fee will be payable 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 not pre-approved by the University Contract Manager or not otherwise meeting the requirements of this Agreement or the Statement of Work to which it applies shall be the sole responsibility of the City.

4.2 The University is an agency of the State of Florida and is exempt from and shall not pay State of Florida Sales Tax and Federal Excise Tax.

4.3 City may contact the Vendor Ombudsman at (352) 392-1241 for any payment concerns.

4.4 University's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida or the allocation of funds through transportation access fees.

5. Term, Termination, and Survival.

5.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until June 30, 2021 unless sooner terminated pursuant to the terms of this Agreement. This Agreement shall commence as of the Effective Date and shall continue thereafter until June 30, 2021 unless sooner terminated pursuant to the terms of this Agreement. The parties agree that since January 10, 2016 (a) they have been operating according to the terms of this Agreement, and (b) City has been performing the Services as set forth in the initial Statement of Work (together with the Agreement, the "Documents"). The parties hereby ratify the terms of the Documents, and the actions and performance of the parties since January 10, 2016; all as relevant to the Documents, as if each of the Documents was in effect since such date. The parties have been operating according to the terms of this Agreement since January 10, 2016, and hereby ratify the terms of the Agreement and the actions of the parties since January 10, 2016, as relevant to the Agreement, as if the Agreement was in effect since such date.

5.2 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.

5.3 Notwithstanding the foregoing, either party, in its sole discretion, may terminate this Agreement or any Statement of Work, in whole or in part, at any time for refusal by the other party to allow public access to documents, papers, correspondence, other materials, or records in any medium that are subject to 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.

5.4 The failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing. The notification shall make specific reference to the provision violated which is alleged to give rise to the default. The defaulting party shall then be entitled to a period of thirty (30) days from the date notification is received in which to cure the default. If said default is not cured within the thirty (30) day period, the non-defaulting party may terminate this Agreement. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.

5.5 Upon expiration or termination of this Agreement for any reason, City shall promptly:

(a) Return to University all University-owned property, equipment, or materials in its possession or control.

(b) Remove any City-owned property, equipment, or materials located at University's locations.

6. Independent Contractor.

6.1 It is understood and acknowledged that the Services which City will provide to University hereunder shall be in the capacity of an independent contractor and not as an employee or agent of the University. City shall control the conditions, time, details, and means by which City performs the Services.

6.2 City has no authority to commit, act for or on behalf of the University, or to bind the University to any obligation or liability.

6.3 City shall not be eligible for and shall not receive any employee benefits from University and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by City hereunder.

7. Sovereign Immunity. University and City agree that nothing contained herein shall be construed or interpreted as (a) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (b) the consent of University, the State of Florida or the City, their agents and agencies to be sued; or (c) a waiver of University, the State of Florida or the City's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

8. Compliance with Law.

8.1 City is in compliance with and shall comply with all applicable laws, regulations, and ordinances. City has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

8.2 City shall ensure that its program, services, equipment and facilities are accessible to members of the University Community with disabilities in compliance with the Americans with Disabilities Act (ADA).

8.3 City represents that it is an equal opportunity employer and it actively promotes equal opportunity policies and practices conforming to applicable laws. City further represents it will not discriminate on the basis of race, creed, color, religion, age, disability, sex, sexual orientation, gender identity and expression, marital status or national origin in compliance with applicable state and federal laws and regulations governing non-discrimination and equality of opportunity.

8.4 City certifies that neither it nor any of its affiliates, or their respective principals is (a) listed on the State of Florida's discriminatory vendor list (see section 287.134, Florida Statutes) or the convicted vendor list (see section 287.133, Florida Statutes) or (b) presently debarred, suspended, proposed for debarment by the Federal Government or declared ineligible for award of government contracts or subcontracts.

9. Insurance. City is a self-insured entity and warrants that it is in full compliance with all provisions of Section 768.28, Florida Statutes. City shall maintain a reserve account for the sole purpose of providing relief from third party liability claims.

10. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices incorporated herein by reference, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter, including but not limited to (a) the Interlocal Agreement, dated as of August 7, 2013 (as amended, modified or supplemented from time to time, the "Student Interlocal Agreement"), by and between the Parties; (b) the Interlocal Agreement, dated as of May 19, 2015 (as amended, modified or supplemented from time to time, the "Employee Interlocal Agreement"), by and between the Parties; and (c) the Interlocal Agreement, dated as of May 19, 2015 (as amended, modified or supplemented from time to time, the "Retiree Interlocal Agreement"), by and between the Parties.

11. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 11.

Notice to University:

P.O. Box 113100  
University of Florida  
Gainesville, FL 32611  
Email: [sefox@ufl.edu](mailto:sefox@ufl.edu)

Attention: Director, Transportation & Parking  
Services

Notice to City:

City of Gainesville Regional Transit System  
P.O. Box 490, Station 5  
Gainesville, FL 32602-0490  
Email: [gomezjm@cityofgainesville.org](mailto:gomezjm@cityofgainesville.org)

Attention: Jesus Gomez, Transit Director

12. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13. Amendments. No amendment to, or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement and signed by an authorized representative of each Party.

14. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15. Assignment. Neither Party shall assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section 15 shall be null and void. No assignment or delegation shall relieve either party of any of its obligations hereunder.

16. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

17. No Third-Party Beneficiaries. This Agreement benefits solely the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied,

confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

18. Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to the conflict of laws provisions.

19. Venue. In the event of any legal or equitable action arising under this Agreement, the parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of Florida located in Alachua County, Florida, and the parties specifically waive any other jurisdiction and venue.

20. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 11, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.


21. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, or acts of terrorism) (each, a "Force Majeure Event"). City's financial inability to perform, changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by City under this Section 21. City shall give University prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. City shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

[SIGNATURE PAGE FOLLOWS]




IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

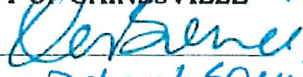
THE UNIVERSITY OF FLORIDA BOARD  
OF TRUSTEES

By   
Name: Charles E. Lane  
Title: Senior Vice President/COO

Approved by:

By   
Name: Craig R. Hill  
Title: Associate Vice President for Business  
Affairs

CITY OF GAINESVILLE

By   
Name: Deborah Soule  
Title: Interim City Manager

APPROVED AS TO FORM AND LEGALITY

By:   
David C. Schwartz, Asst. City Attorney II  
City of Gainesville, Florida



**STATEMENT OF WORK**

This Statement of Work ("SOW") dated as of June 17, 2019 (the "Effective Date"), is entered into by and between the City of Gainesville, Florida, a municipal corporation, by and through its City Commission (the "City"), and the University of Florida Board of Trustees, a public body corporate of the State of Florida (the "University"), pursuant to that certain Master Services Agreement, by and between the City and University, dated as of June 17, 2019 (the "Agreement"). Unless otherwise defined herein, terms defined in the Agreement and used herein shall have the meanings given to them in the Agreement.

1. Scope of Services. City shall provide certain "no-fare" transit service to the University Community, who display the appropriate Gator One identification card, for fixed routes and times as set forth in the "Route Schedule" attached to the Agreement as Exhibit C. City shall provide such service at levels and frequency in accordance with schedules planned by the City and consistent with the academic calendar published by University and attached to the Agreement as Exhibit D.
  - a. Route Frequencies and Schedules. City shall publish route frequencies and schedules and make available as: (1) a printed document known as "City & Campus Bus Schedule" and (2) a file format that provides an electronic image of text or text and graphics that looks like the printed document and can be viewed, printed, and electronically transmitted on the RTS website. Route frequencies and schedules will be issued for three distinct time periods: fall, spring and summer, and the combination of these time periods shall cover twelve months of service.
  - b. Right to Adjust. The Parties may change the routes, hours per day or service hours, and days per week along and during which the Services are provided. Both Parties acknowledge that any increase in service hours may be subject to the availability of additional funding from University and the availability of adequate equipment and personnel from City. Any such changes that 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 changes. Dissemination of public information concerning any such changes shall primarily be the responsibility of City, provided that University shall make reasonable efforts to provide notice to the University Community.
  - c. Supplemental Service. City may provide additional Services in connection with special events if requested to do so by University, and City shall invoice University at the hourly rate identified in Exhibit B.

2. Requirements.

- a. Operators. 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 discharging passengers only. City, at its sole cost, shall provide appropriately screened, licensed, insured, qualified, and courteous bus operators, who shall at all times operate the bus in a safe manner, in accordance with applicable laws. City shall require bus operators to follow the RTS service standards as outlined in the RTS “Customer Service Policy” dated June 26, 2017 (copy attached to Exhibit A and labeled as A1). Bus operators will be fully uniformed, which shall be kept clean at all times. City shall require bus operators to follow the RTS “Grooming and Appearance Policy” and “Transit Uniform Policy” (identified as items 5 and 8 in the attached document to Exhibit A labeled as A2) as modified by the RTS memorandum titled “Uniforms for Transit Operators Effective May 30, 2016” dated May 11, 2016 (copy attached to Exhibit A labeled as A3).
- b. Buses. The City at its sole expense shall provide buses for the Services that are (i) air-conditioned, (ii) wheelchair-equipped and generally compliant with the American Disabilities Act (“ADA”), and (iii) maintained and repaired to ensure bus safety and reliability.
- c. New Campus Bus Shelters and Campus Bus Stop Amenities. As City resources become available to provide bus shelter and bus shelter amenities (including, but not limited to, benches, trash cans, signs, and lighting), City shall obtain University approval prior to installation at any on campus location. If the University provides bus shelters or bus shelter amenities, the University shall seek City’s expertise prior to installation at any on campus location. University will retain ownership and maintain all campus bus shelters and campus bus stop amenities.
- d. Bus and Bus Shelter Advertising. City shall adhere to the RTS “Advertising Info and Specifications” dated January 2017 (copy attached to Exhibit A labeled as A4). The University shall notify RTS if it has any concerns over any bus advertising, and RTS agrees to make reasonable efforts to address University’s concerns with said advertising. No advertising of any kind shall be placed on or at the campus bus shelters.
- e. Incidents; Accidents; Emergencies; Complaints:  
City shall adhere to its “Comment/Concern/Complaint Resolution Policy”, “Formal Grievance Policy” and “Disposition of Complaint Records” policy (copies attached and labeled as A5). Additionally, City shall:
  - i. In the event of an incident, accident or other emergency City shall take all steps necessary to protect the safety of riders and others. City shall require bus operators to immediately, after securing rider safety, report the event via phone or radio to City. If the incident, accident or other

emergency involves a member of the University Community or is on University property, City shall thereupon immediately report the event by phone and email to University Contract Manager. At the request of University, City will provide University with a copy of any records related to complaints, incidents, problems or communications involving any bus operator, within forty-eight (48) hours.

- ii. City shall notify University of any complaints made by the University Community within a reasonable time, not to exceed 10 (ten) business days. City agrees to furnish University with copies of all related records, including the complaint if made in writing.
- f. Reporting. City shall provide monthly ridership reports to University substantially in the form set forth on Exhibit E.
3. Fee Schedule, Annual Budget Projection, and Monthly RTS Invoice. In consideration for providing the Services to the University, pursuant to the terms of the Agreement, University shall pay City in accordance with the "Fee Schedule" attached to the Agreement as Exhibit B. City shall provide an Annual Budget Projection and invoice the University monthly in accordance with Exhibit F attached to the Agreement.
4. Authorized Representatives. Any consent, approval, authorization or other action required or permitted to be given by University or City, as the case may be shall be given by the City Contract Manager and the University Contract Manager.
  - a. The City Contract Manager is: Jesus Gomez, Regional Transit System Director
  - b. The University Contract Manager is: Scott Fox, Director of Transportation and Parking Services

IN WITNESS WHEREOF, the Parties hereto have caused this SOW to be executed as of the date first above written by their respective officers thereunto duly authorized.

THE UNIVERSITY OF FLORIDA BOARD  
OF TRUSTEES

By 

Name: Charles E. Lane

Title: Senior Vice President/CCO

CITY OF GAINESVILLE

By 

Name: Deborah Zorn

Title: Interim City Manager

APPROVED AS TO FORM AND LEGALITY

By: 

David C. Schwartz, Asst. City Attorney II  
City of Gainesville, Florida

Signature: David C. Schwartz  
David C. Schwartz (Nov 10, 2021 15:58 EST)

Email: schwartzdc@cityofgainesville.org

Title: Assistant City Attorney

Signature: 

Email: feldmanlr@cityofgainesville.org

Title: City Manager