



**FIRST AMENDMENT TO
MASTER SERVICES AGREEMENT**

This First Amendment, dated as of September [], 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.

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| <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: Title:</p> |
| <p>Approved by:</p> <p>By: _____ Name: Craig R. Hill Title: Associate Vice President for Business Affairs</p> | <p>Approved as to Form and Legality</p> <p>By: _____ City Attorney</p> |