

LEGISTAR

NO.

200560

**MEMORANDUM OF AGREEMENT BETWEEN
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
AND THE CITY OF GAINESVILLE
FOR USE OF CITY PROPERTY FOR UNIVERSITY OUTREACH CLINIC OPERATIONS**

This memorandum of agreement (the “Agreement”), effective on _____ (“Effective Date”), is by and between The University of Florida Board of Trustees, for the benefit of the College of Medicine, University of Florida (“University”) and the City of Gainesville, a Florida municipal corporation (“City”).

WITNESSETH:

WHEREAS, in furtherance of its tri-fold state mission of education, research and service, University, through its appropriately qualified physicians and support personnel, provides a no-cost outreach clinic (“Clinic”) for healthcare and screening services at various locations throughout Alachua County, where such services are provided by University;

WHEREAS, under Article IX, § 7 (a) of the Florida Constitution, University’s purpose or “mission” is to achieve excellence through: 1) teaching students, 2) advancing research, and 3) providing public service for the benefit of the state’s citizens. The provision of University outreach clinic services as defined herein operates to further these important goals, by providing University the opportunity to provide and improve availability of services to an underserved patient population, whereby enhanced opportunities are likely to develop for the educational, research and services programs of the University;

WHEREAS, City is willing to offer the use of office spaces and parking area to University as a site for the Clinic in order to benefit community members and residents of the surrounding areas; and

WHEREAS, University is willing to provide healthcare services at City’s facility on certain dates and times, subject to its discretion and the availability of qualified volunteer providers, and agreement by the City.

NOW, THEREFORE, the parties mutually agree as follows:

1. This Agreement will take effect on the Effective Date and remain in effect for a period of one year (“Agreement Term”), unless earlier terminated or amended by written agreement of the parties.
2. City and University will discuss and agree upon a suitable office space and/or area of the parking lot(s) at City’s facility for purposes of University Clinic operations, and will specify in writing the specific agreed-upon areas of City’s facility. City may allow, also specified in writing, University access to additional areas of the City’s facility for Clinic-related purposes, i.e. storage, patient check-in and waiting etc., at City’s discretion
3. All healthcare services rendered will be provided by University. University personnel will wear badges identifying their status as employees or agents of University at all times.
4. The University agrees that the use of the specified areas of City’s facility as provided in this Agreement is a nonexclusive license from the City to University to use the facility. The University shall use the licensed property only for the uses described in this Agreement and the University shall not suffer or permit the licensed property to be used for any other purpose. The University understands that the license granted under this Agreement is not an interest in land, but merely a personal privilege to do a particular act or acts upon another’s land without possessing any estate therein.
5. The University shall not make any alterations or additions to the licensed property without obtaining prior written authorization from the City. The University shall keep the licensed property in a clean and good condition, and the University agrees, if notified by the City that any part of the licensed property is reasonably unsatisfactory in appearance, to immediately remedy the condition at the University’s sole expense. The University shall, upon termination of this Agreement and the license hereunder, immediately and reasonably return the licensed property at University’s sole expense to the condition that existed at the time this Agreement was entered into.

6. The University certifies that it now has and will maintain during the term of the license agreement, insurance of the types shown in the attached certificate **ATTACHMENT A**.
7. The University assumes all risks in the operation of this license and hereby covenants and agrees to indemnify and hold harmless the City and its officers and employees from any and all claims, suits, losses, damages, or injuries to person or property of whatsoever kind and nature, whether direct or indirect, arising out of the University's operation of the Clinic and other permissible University uses of the licensed property and any act, carelessness, negligence, or improper conduct of the University or any of the University's employees or agents in the University's operation of the Clinic and other permissible uses of the licensed property. This indemnification shall not be limited to the insurance coverage herein provided for. This indemnification shall survive the termination of this license.
8. Each party to this Agreement agrees to be fully responsible for its acts of negligence, or its employee's or agent's acts of negligence when acting within the scope of employment or agency, and agrees to be liable for any damage resulting from said negligence. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity, the limits of liability or other provisions of §768.28, Florida Statutes. Nothing in the Agreement shall be construed as consent by a state agency, public body corporate, or political subdivision of the State of Florida to be sued in any matter arising out of any contract by any party or parties.
9. To the extent that the State of Florida, on behalf of the Board of Governors and the University, has partially waived its immunity to tort claims and is vicariously responsible for the negligent acts and omissions of its employees and agents as prescribed by Section 768.28, Florida Statutes, University is protected for a claim or judgment by any one person in a sum not exceeding Two Hundred Thousand Dollars (\$200,000.00) and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding Three Hundred Thousand Dollars (\$300,000.00), such protection being provided by the University of Florida J. Hillis Miller Health City Self-Insurance Program, a self-insurance program created pursuant to the authority of Section 1004.24, Florida Statutes. Personnel and agents of University are not individually subject to actions arising from their state functions. Any damages allocated against the University as prescribed by Section 766.112, Florida Statutes, are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of the University in professional liability actions. The sole remedy available to a claimant to collect damages allocated to University is as prescribed by Section 768.28, Florida Statutes. All liability protection described in this Section is on an "occurrence" basis. The University of Florida J. Hillis Miller Health City Self-Insurance Program provides ongoing protection with no expiration.
10. The parties understand that there will be no payment by either of the parties to this Agreement to the other. University will not charge patients for healthcare screening or services that may be provided by University at the Clinic. No provider will be required to provide any healthcare service as a condition of this Agreement.
11. Any signage, advertising, or promotional material that uses the name, logo, or likeness of University, or any of University's staff, must be approved by University in advance. The spokesperson for University in this regard is Melanie Fridl Ross, M.S.J., E.L.S., Senior Vice President and Chief Information Officer, UFHealth, P. O. Box 100253, University of Florida, Gainesville, FL 32610 0253, telephone (352) 273 5810, fax (352) 392 9220.
12. Either party may terminate this Agreement with or without cause upon ten (10) days' written notice to the other party. Upon termination, University agrees to remove within 14 calendar days at its sole expense all encroachments or other University property lying upon the licensed City property. Should the University fail to remove any encroachments or University property within the 14 calendar days, the City may remove and dispose of same without recourse to the University.
13. The University may not assign, transfer, convey, or otherwise dispose of the license granted under this Agreement to any other person, legal entity, or corporation without the previous written consent of the City.
14. Except as stated in **Section 10** above, the representatives of the parties for purposes of this Agreement shall be as follows:

University: J. Grant Harrell, M.D.
P.O. Box 100249
Gainesville, FL 32610-0215
gharrell@ufl.edu

City: Name
 Street Address
 City, State Zip
 Email

15. The terms and conditions set forth in this Agreement constitute all of the terms and conditions to which the parties have agreed, and no other terms or conditions in the future shall be valid or binding on either party, unless reduced to writing, executed by both parties, and attached to this Agreement as an amendment or a revision.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in several counterparts, each of which shall be deemed an original, as of the day and year first above set forth.

CITY OF GAINESVILLE

**THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES,
FOR THE BENEFIT OF THE COLLEGE OF MEDICINE,
UNIVERSITY OF FLORIDA**

By: _____
Name Date
Title

By: _____
Date
Dean, College of Medicine
University of Florida