

**AGREEMENT BETWEEN UNIVERSITY OF FLORIDA BOARD OF TRUSTEES  
AND CITY OF GAINESVILLE FOR BUS TRACKING SERVICES**

THIS AGREEMENT (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date") by and between the UNIVERSITY OF FLORIDA BOARD OF TRUSTEES (hereinafter referred to as UF), and the CITY OF GAINESVILLE, FLORIDA, a municipal corporation, (hereinafter referred to as CITY), by and through its City Commission.

WHEREAS, UF desires to reduce the demand for on-campus parking by its students by means that include public transit service; and

WHEREAS, CITY operates a public transit system that is currently operating a fixed route that provides service to and around the UF campus; and

WHEREAS, the CITY contracts with TransLoc Inc. for a web-based service that allows the public to track the location of CITY buses by computer or smart phone; and

WHEREAS, UF has reviewed the contract between the CITY and TransLoc;

NOW, THEREFORE, in consideration of the covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The CITY shall contract to provide TransLoc's web-based service that allows the public to track the location of CITY buses by computer or smart phone for the buses (numbering 66) providing service to and around the UF campus.
2. UF shall pay CITY \$12,870 monthly for such service (totaling \$154,440 per year).
3. Invoices will be issued monthly. UF shall pay CITY within 30 days of receipt of the invoice, in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
4. This Agreement shall be for a term of one (1) year from the Effective Date hereof. The Agreement may be extended for successive one (1) year periods, not to exceed four (4) such annual extensions.

5. 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, of which the condition is alleged to give rise to the default. The defaulting party shall then be entitled to a period of fifteen (15) days from the date notification is received in which to cure the default. If said default is not cured within the fifteen (15) day period, this Agreement may be terminated by the non-defaulting party. 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.

6. The parties hereto designated the following persons to be contacted regarding the performance of this Agreement and to receive all notices:

UF: Associate Vice President for Finance and Administration  
Box 113100  
University of Florida  
Gainesville, FL 32611

CITY: Transit Director  
City of Gainesville Regional Transit System  
P.O. Box 490, Station 5  
Gainesville, FL 32602-0490

7. If any provision of this Agreement is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, and shall not invalidate the remaining provisions of this Agreement.

8. This Agreement contains all the terms and conditions agreed upon by the parties and is a complete and exclusive statement of the Agreement between the parties. Any renewals, alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, approved by both entities and attached to this Agreement. This Agreement supersedes all

other agreements and proposals, oral or written, between the parties regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.

9. In the performance of this Agreement, the CITY will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of UF. The CITY shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the CITY in the full performance of this Agreement. CITY nor any of its employees, officers, agents or any other individual directed to act on behalf of the CITY for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of UF.
10. Nothing in this Agreement shall be interpreted as a waiver of either CITY's or UF's sovereign immunity as granted under Section 768.28, Florida Statutes.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding its conflict of laws provisions. Any action, in equity or law, with respect to this Agreement must be brought and heard in Alachua County, Florida.
12. The obligations of the CITY as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential CITY services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the CITY shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the CITY pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed for the uses and purposes therein expressed the day and year set forth above.

**ATTEST:**

**UNIVERSITY OF FLORIDA BOARD  
OF TRUSTEES**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
University of Florida

**WITNESS:**

**CITY OF GAINESVILLE:**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
City of Gainesville Attorney's Office