

**INTERLOCAL AGREEMENT FOR UNLIMITED ACCESS PROGRAM
BETWEEN
MANATEE COUNTY, SARASOTA COUNTY
AND
NEW COLLEGE OF FLORIDA**

July **THIS AGREEMENT (“Agreement”)** is made and entered into on this 12th day of July, 2016 (“**Execution Date**”), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida; **SARASOTA COUNTY**, a political subdivision of the State of Florida; and New College of Florida (hereinafter referred to as the “**College**”).

WHEREAS, Manatee County owns and operates a public bus system known as Manatee County Area Transit (hereinafter referred to as “**MCAT**”); and

WHEREAS, Sarasota County owns and operates a public bus system known as Sarasota County Area Transit (hereinafter referred to as “**SCAT**”); and

WHEREAS, MCAT and SCAT have the objective of increasing public transportation ridership in Manatee and Sarasota Counties; and

WHEREAS, College, serving the students and the communities of Manatee and Sarasota Counties, has the objective of providing efficient and low cost transportation options to its students and staff while decreasing congestion and parking constraints at its campus; and

WHEREAS, MCAT, SCAT and the College believe that if all College students and employees are eligible to utilize all MCAT and SCAT Bus Services (as defined herein) free of charge by virtue of being a College student or employee, the objectives of all Parties are likely to be met.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Definitions:

- A. “College Students” shall be defined as students currently enrolled in credit classes at any time during the College’s academic year including summer sessions, commencing August 1, 2016 through July 31, 2017, and possessing a valid current College photo ID.
- B. “College Employees” shall be defined as individuals currently employed by the College in any personnel classification possessing a valid current College photo ID.

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 KAREN RUSHING
 CLERK OF THE CIRCUIT COURT
 SARASOTA COUNTY, FL

- C. For purposes of this Agreement, "MCAT Bus Services" shall only mean (i) all MCAT Local Route Bus Services; (ii) all MCAT Express Routes; (iii) all MCAT shuttles; and (iv) all MCAT Trolley Routes.
- D. For purposes of this Agreement, "SCAT Bus Services" shall only mean (i) all SCAT Local Route Bus Services; (ii) all SCAT Express Routes; (iii) all SCAT shuttles; and (iv) all SCAT Trolley Routes, should SCAT choose to implement such Trolley Routes in the future.

2. **Responsibility of MCAT and SCAT.**

- A. For payment rendered, MCAT and SCAT shall allow College Students and Employees to ride all MCAT and SCAT Bus Services at no cost when displaying a valid identification badge duly issued by the College.
- B. MCAT and SCAT shall provide the College with access to all current and planned bus routes, stops, and other pertinent information for riders. MCAT and SCAT shall use reasonable efforts to provide the College with notice of any changes to current bus schedules and routes prior to instituting such changes.
- C. MCAT and SCAT shall provide the College with a ridership report which will be provided to the College prior to July 31st of each year of the term of this Agreement.
- D. MCAT and SCAT reserve the right to refuse service to a College Student or Employee if a valid identification card is not presented when boarding, or if the rider violates any rider regulations for using the MCAT and SCAT Bus Services.

3. **Responsibility of the College**

- A. The College shall provide eligible students and employees with proper identification with which to board MCAT and SCAT Bus Services.
- B. The College shall provide for riders access to all existing and future regulations for using MCAT and SCAT Bus Services, as established by MCAT, SCAT. The College acknowledges that MCAT and SCAT reserves the right to refuse service to any rider if a valid identification badge is not presented upon boarding and/or MCAT and SCAT regulations are violated.

4. **Term.**

The Initial Term of this Agreement shall commence on August 1, 2016 and end on July 31, 2017, unless earlier terminated as provided for herein. This Agreement may be extended for two (2) additional one (1) year periods following the initial term, provided that the College and MCAT and SCAT mutually agree in writing to the extension. The County Administrators for Sarasota County and Manatee County, and the President for the College, may extend this agreement for

either one (1) year period provided above, through written agreement signed by all parties before the expiration of the effective term of the Agreement. References in this Agreement to "Term" shall include the initial term of this Agreement and all extensions thereof.

5. **Termination.**

- A. Any party may terminate this Agreement for convenience upon ninety (90) days prior written notice to the other parties.
- B. The College, MCAT or SCAT may terminate this Agreement upon written notice to the defaulting party in the event either party defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the non-defaulting party specifying the default.
- C. Should this Agreement be terminated by the College prior to the end of the Term, all monies paid to MCAT or SCAT for services not yet performed shall be returned by MCAT and SCAT to the College on a pro-rata basis within thirty (30) days after the effective date of termination.

6. **Notices:** All notices required to be delivered by one party to the other shall be given either by personal delivery, by fax, or by U.S. certified mail return receipt requested. The names and addresses of the persons authorized to receive notice on behalf of each party are as follows:

If to New College of Florida:

Dawn Shongood
Student Government Business Manager/Coordinator
5800 Bay Shore Road
Sarasota, FL 34243

With Copy to:

John Martin
VP of Finance
5800 Bay Shore Road
Sarasota, FL 34243

If to MCAT:

Manatee County Administrator
1112 Manatee Avenue West
Bradenton, FL 34205

With Copy To:

Ryan Suarez, Planning Manager
Manatee County Area Transit
1108 26th Avenue East

Bradenton, FL 34208
(941) 747-8621 Ext. 7622
E-mail: ryan.suarez@mymanatee.org

If to SCAT:
Sarasota County Administrator
1660 Ringling Blvd, 2nd Floor
Sarasota, FL 34236

With Copy To:
Sarah Blanchard, AICP
5303 Pinkney Ave.
Sarasota, FL 34233
Cell: 941-677-5001
Desk: 941-861-1045
Fax: 941-861-1000
E-mail: sblancha@scgov.net

Either party may change its designated person by delivery of written notice of such change to the other party.

7. **Payment**

A. Provided MCAT and SCAT perform their obligations contained in this Agreement, the College shall pay MCAT and SCAT as follows:

1. For services provided from August 1, 2016 through July 31, 2017, five thousand dollars (\$5,000.00) to MCAT and five thousand dollars (\$5,000.00) to SCAT. This amount shall be paid to MCAT and SCAT within thirty (30) days after the Execution Date.
2. Compensation for any future terms of the Agreement will be decided at the time the parties enter into an extension.
3. In no event shall the College be responsible for any charges, fees, or other costs except as expressly set forth in this Agreement.

8. **Indemnification**

The College will not be responsible for any claims by individuals or employees relating to MCAT's or SCAT's Bus Services provided by MCAT and SCAT under this Agreement. Furthermore, to the express limits of Florida Statutes, §768.28, each party shall indemnify, defend and hold the other party, its officers, officials, directors, employees, agents, attorneys, subsidiaries and affiliated companies and their successors and assigns harmless from any loss, claim, damage, cost or expense, including but not limited to reasonable attorney's fees, that the party, its officers, officials, directors, employees, agents, attorneys, subsidiaries and affiliated

companies and their successors and assigns may incur arising from the negligence or wrongful act of the indemnifying party. IN NO EVENT WILL THE COLLEGE, MCAT OR SCAT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. In all cases, the provisions of Florida Statutes, §768.28, in pertinent part, including but not limited to the Sovereign Immunity of the College, shall apply and nothing and nothing in this Agreement is intended to nor shall be construed as a waiver of any immunity from or limitation of liability that the College, MCAT or SCAT may be entitled to therein.

9. **Nondiscrimination.**

The parties agree to administer the Unlimited Access Program, or any program or activity anticipated for MCAT and SCAT riders, in compliance with all applicable local, state, and federal discrimination laws. Likewise, the parties recognize and acknowledge that sexual harassment constitutes discrimination on the basis of sex, and will not tolerate such conduct in any program or activity anticipated under this Agreement.

10. **Program Promotion.**

The College, MCAT and SCAT will each fully coordinate and cooperate with reasonable efforts to promote this Unlimited Access Program as to facilitate its success and continuance, including the following specific initiatives:

- a. **Orientation Meetings** –The College will allow MCAT and SCAT to introduce the Unlimited Access Program at student and employee orientations, as well as provide periodic information sessions for the student body, student government, and existing employees. All anticipated orientation meetings shall be approved and scheduled by the College.
- b. **Posters/Other Info** – MCAT and SCAT will assist in the development of content for the production of other materials or ceremonial events launching the program subject to the College’s approval.
- c. **MCAT and SCAT Publicity** –MCAT and SCAT will provide information about the program on their websites and, as appropriate, in future written publications developed and made available to the public.
- d. **College of Florida Publicity** – The College will implement a plan for the dissemination of information and marketing related to the Unlimited Access Program and attending partnership with MCAT and SCAT, to include, but not be limited to, inclusion in marketing and advertising materials, campaigns, and publications; advertising on MCAT and SCAT bus interior and exterior panels, to the extent each party offers such advertising opportunities; use of social and commercial media outlets, and the New College of Florida website. MCAT and SCAT will be provided the opportunity but shall not be required to work with the College in the development of any such publication or promotional activity, which must be approved by all parties prior to implementation.

11. **Name or Trademarks.**

The College is the exclusive owner of all rights, title and interest in and to the trademarks, logos, Service Marks, trade names, and any other "College" marks or logos. MCAT and SCAT agree that they will not, without the prior written consent of the College in each instance: (i) use in advertising, publicity, or otherwise the name or Trademark of the College, or any affiliate or subsidiary, nor any trade name, trademark, trade device, Service Mark, symbol or any abbreviation, contraction or simulation thereof owned by The College or its affiliates or subsidiaries, or (ii) represent, directly or indirectly, that any product or any service provided by such party has been approved or endorsed by the College. Such authorization or consent may be withdrawn at any time for any reason at the sole discretion of the College.

MCAT is the sole owner and authorized user of the MCAT logo. SCAT is the sole owner and authorized user of the SCAT logo. The College agrees that it will not, without the prior written consent of MCAT and SCAT, reproduce, modify post, disseminate, or otherwise use the MCAT or SCAT logos. Any authorization or consent may be withdrawn at any time for any reason at the sole discretion of MCAT and SCAT.

12. **Assignment.**

The rights and duties of the parties hereunder shall not be assignable by either party without the written consent of the other. Said consent shall not be unreasonably withheld. The foregoing notwithstanding, this Agreement and any or all the rights or obligations hereunder may be assigned by the College, MCAT or SCAT to any corporation or other business entity which is affiliated with the relevant party or which succeeds to all or substantially all of the business of the relevant party through merger, consolidation, corporate reorganization or by acquisition of all or substantially all of the assets and obligations of the party.

13. **Waiver.**

The failure of either party to require the performance of any term or condition of the Agreement, or the waiver by either party of any breach of the Agreement, shall not prevent a subsequent enforcement of any such term or any other term nor shall it to be deemed a waiver of any subsequent breach.

14. **Section Headings.**

The headings of the several sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of the Agreement.

15. **Amendment.**

This Agreement may be amended only by an instrument in writing executed by the College, MCAT and SCAT.

16. **Severability.**

Should any valid federal or state law or final determination of any agency or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected will be automatically conformed to the law or determination and otherwise this Agreement shall continue in full force and effect.

17. **Application of Florida Law.**

This Agreement and the rights of the parties hereunder shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties hereby submit themselves for the sole purpose of this Agreement and for any controversy arising hereunder to the jurisdiction of the courts located in Manatee and Sarasota Counties, the State of Florida, and any courts of appeal there from, and waives any objection (on the grounds of lack of jurisdiction, forum non convenient, or otherwise) to the exercise of such jurisdiction over it by any such courts. Venue for any federal action shall lie solely in the U.S. Middle District Court, Tampa Division, and for any state action shall lie solely in the Twelfth Judicial Circuit in and for Manatee and Sarasota Counties.

18. **Public Records Law.**

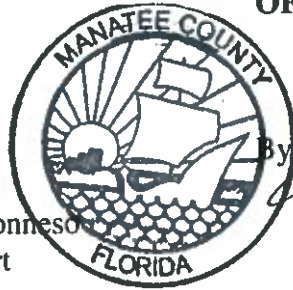
This agreement is subject to the Public Records Law of the State of Florida, Chapter 119, Florida Statutes. To the extent required by law, all Parties agree that they will allow public access to all documents, papers, letters, and other materials made and received in conjunction with this Agreement, which are not exempt or confidential pursuant to Florida law. If any party fails to comply with the requirements of this provision, the non-breaching party may unilaterally terminate this Agreement without further liability.

19. **Miscellaneous.**

This Agreement constitutes the entire Agreement among the parties. If any party fails to perform its obligations under this Agreement or otherwise breaches this Agreement in any material respect, the non-breaching party shall give written notice of such breach to the breaching party. If the breaching party fails to cure the breach within thirty (30) days from the date of such notice, then the non-breaching party shall be entitled to pursue any and all rights and remedies it may have under this Agreement, at law or in equity, including, but not limited to, the right to terminate this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated below.

**BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA**



By: _____
Chairperson *6/21/2016*

ATTEST: Angelino Colonneso
Clerk of the Circuit Court

By: *Rishi Nath*
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA**

By: _____
Chairman

The seal of Sarasota County, Florida, is circular. It features a central illustration of a building. The words "COMMISSIONERS SEAL" are written along the top inner edge, and "SARASOTA COUNTY, FLORIDA" is written along the bottom inner edge. The year "1921" is also visible.

ATTEST: Karen E. Rushing,
Clerk of the Circuit Court and Ex-Officio
Clerk of the Board of County
Commissioners, Sarasota County, Florida

Mosna Peli
Deputy Clerk

Approved as to form:

Steph Edm
County Attorney *EF*

Witness:

Barbara W. Stier

John U. Martin

New College of Florida
VP for Finance & Administration

Print Name: Barbara W. Stier

Print Name: John Martin

Approved as to Content and Form:
