

**INTERLOCAL AGREEMENT FOR UNLIMITED ACCESS PROGRAM
BETWEEN
SARASOTA COUNTY
AND
SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**

THIS AGREEMENT (“**Agreement**”) is made and entered into on this ____ day of _____, 2018 (“**Execution Date**”), by and between **SARASOTA COUNTY**, a political subdivision of the State of Florida; and the **SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, through its Suncoast Technical College (hereinafter referred to as “**College**”).

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

WHEREAS, SCAT has the objective of increasing public transportation ridership in Sarasota County; and

WHEREAS, College, serving the students and the community of Sarasota County, 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, SCAT and the College believe that if all College students and employees are eligible to utilize all 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, 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.
- C. 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 SCAT.**

- A. For payment rendered, SCAT shall allow College Students and Employees to ride all SCAT Bus Services at no cost when displaying a valid identification badge duly issued by the College.

- B. SCAT shall provide the College with access to all current and planned bus routes, stops, and other pertinent information for riders. 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. SCAT shall provide the College with a ridership report which will be provided to the College prior to August 14 of each year of the term of this Agreement.
- D. SCAT reserves 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 SCAT Bus Services.

3. **Responsibility of College.**

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

4. **Term.**

The Initial Term of this Agreement shall commence on November 1, 2018 and end on August 14, 2019, 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 SCAT mutually agree in writing to the extension. The County Administrators for Sarasota County and the Executive Director 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. Either party 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 SCAT for services not yet performed shall be returned by 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:

Suncoast Technical College:

Dr. Ron DiPillo
Executive Director of Suncoast Technical College
4748 Beneva Road
Sarasota, FL 34233
941-924-1365

With Copy to:

Debbie Tippen
Assistant to the Executive Director of Suncoast Technical College
4748 Beneva Road
Sarasota, FL 34233
T: 941-924-1365
F: 941-921-7902
E: Debbie.tippen@sarasotacountyschools.net

If to SCAT:

Sarasota County Administrator
1660 Ringling Blvd, 2nd Floor
Sarasota, FL 34236

With Copy to:

Pamela Barr, Fiscal Consultant III
5303 Pinkney Ave.
Sarasota, FL 34233
Desk: 941-1047
Fax: 941-861-1000
E-mail: pbarr@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 SCAT perform their obligations contained in this Agreement, the College shall pay SCAT as follows:

1. For services provided from November 1, 2018 through August 14, 2019, three thousand eight hundred sixty dollars (\$3,860.00) to SCAT. This amount shall be paid to SCAT within thirty (30) days after the Execution Date.

2. Compensation for any extensions 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.**

- A. Each party ("first party") shall save, defend, indemnify and hold harmless the other party from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the first party arising out of or in any way connected with first party's or its subcontractor's performance or failure to perform under the terms of this Agreement.
- B. Nothing in this Agreement is intended to waive any sovereign immunity to which either SCAT or the College may be entitled under Florida law. This section shall survive the termination or expiration of this Agreement.

9. **Nondiscrimination.**

The parties agree to administer the Unlimited Access Program, or any program or activity anticipated for 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, 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 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** –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. **SCAT Publicity** –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 Publicity** – The College will implement a plan for the dissemination of information and marketing related to the Unlimited Access Program and attending partnership with SCAT, to include, but not be limited to, inclusion in marketing and

advertising materials, campaigns, and publications; advertising on SCAT bus interior and exterior panels, to the extent each party offers such advertising opportunities; use of social and commercial media outlets, and the College website. 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. 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.

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 SCAT, reproduce, modify, post, disseminate, or otherwise use the SCAT logos. Any authorization or consent may be withdrawn at any time for any reason at the sole discretion of 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.

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 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 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 conveniens, 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 Sarasota County.

18. **Waiver of Jury Trial.**

The College and County hereby expressly agree that in the event of litigation regarding this Agreement, any and all rights to a jury trial are waived.

19. **Dispute Resolution.**

In the event of a dispute between the County and Sarasota County School Board through the College under this Agreement, Superintendent and the County Administrator or their respective designee(s) shall review such dispute and negotiate a mutually acceptable resolution. The mutual decision of the Superintendent and the County Administrator shall be final. In the event the Superintendent and the County Administrator are unable to agree, the matter shall be referred to a joint meeting of the School Board and the board of County Commissioners. This process shall substitute for the dispute resolution process set forth in Chapter 164, Florida Statutes.

20. **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.

21. **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 above.

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

By: _____
Chair

Date: _____

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

Deputy Clerk

Approved as to form and correctness:

County Attorney

THE SCHOOL BOARD OF SARASOTA COUNTY

By: _____
BRIDGET ZIEGLER, CHAIR

Date: _____

Witness:

Print Name: _____

Approved as to form and correctness:
