



1/30/2019

RE: Amendment No. 2 to Contract No. 2016-378

Dear Mr. Suarez,

Please find enclosed an executed original of the above referenced contract with Sarasota County for your records.

Should you have any questions regarding your contract, please contact the County's Administrative Agent designated for this contract.

Your service to Sarasota County is appreciated and we look forward to working with you.

Sincerely,

Contracts Administration
Office of Financial Management
1660 Ringling Blvd., 3rd Floor
Sarasota, FL 34236
Web: www.scgov.net

APPROVED: 01/29/19

**REINSTATEMENT AND AMENDMENT NO. 2
TO INTERLOCAL AGREEMENT FOR
UNLIMITED ACCESS PROGRAM**

This Amendment is made and entered into upon execution by both parties by and between **Sarasota County**, a political subdivision of the State of Florida, **Manatee County**, a political subdivision of the State of Florida, and **New College of Florida**, a public body corporate and member of the State University System of Florida. The identified entities will be referred to collectively as the "**Parties**," and individually as a "**Party**."

WITNESSETH

WHEREAS, the Parties executed an Interlocal Agreement ("Agreement") (County Contract No. 2016-378) for Unlimited Access Program on July 12, 2016; and

WHEREAS, the initial term of the Agreement commenced on August 1, 2016 and ended July 31, 2017; and

WHEREAS, Article 4 of the Agreement allows the Parties to extend the Agreement for two (2) additional one (1) year periods following the initial term; and

WHEREAS, the Parties executed the First Extension on January 25, 2018, extending the Agreement for an additional one (1) year period, effective August 1, 2017 and ending on July 31, 2018; and

WHEREAS, the Parties wish to reinstate and extend the Agreement pursuant to the terms and conditions set forth herein.


NOW THEREFORE, the Parties, in consideration of the mutual covenants contained herein, do agree to amend the Agreement as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The terms and conditions of the Agreement shall be reinstated and this Amendment shall be effective from the expiration date of the First Extension.
3. The Second Extension shall extend the term of the Agreement as of August 1, 2018 through July 31, 2019.
4. Except as modified herein, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date written below.

MANATEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY: CHARA A. BUTZOW 
Edwin J. Hunzeker,
County Administrator

DATE: 12/21/18
Executed by the County Administrator

WITNESS:

Signed By: William P. Steele

Print Name: William P. Steele

Approved as to form and correctness:

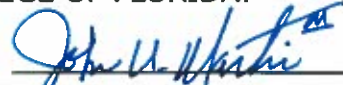
BY: _____
MANATEE COUNTY ATTORNEY

WITNESS:

Signed By: 

Print Name: Bradley Thiessen

NEW COLLEGE OF FLORIDA:

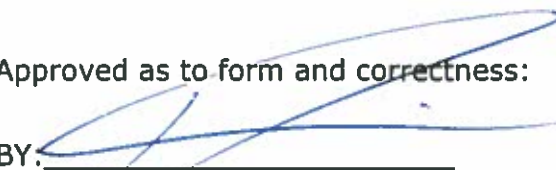
Signed By: 

Print Name: John Martin

Title: VP, Finance + Administration

Date: 1/15/19

Approved as to form and correctness:

BY: 

GENERAL COUNSEL

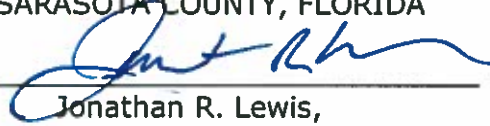
DAVID A. FUGITT

1-15-19

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: _____



Jonathan R. Lewis,
County Administrator

DATE: _____

1/29/19

*Executed by the County Administrator
Pursuant to Resolution No. 2016-056*

Approved as to form and correctness:

BY: _____


SARASOTA COUNTY ATTORNEY *COM*

August 22, 2017 - Regular Meeting
Agenda Item #31

Approved in Open Session 8/22/17,
Manatee County
Board of County Commissioners

Subject

New College Universal Access Program Agreement Extension

Briefings

None

Contact and/or Presenter Information

William Steele, Transit Division Manager,
William.Steele@mymanatee.org, (941) 747-8621 x7440

Chad Butzow, Public Works Deputy Director, chad.butzow@mymanatee.org, (941) 708-7432

Action Requested

1. Authorize the County Administrator to execute a one (1) year extension to the Universal Access Program Agreement with New College of Florida; and
2. Authorize the Public Works Director, or designee, to execute all future U-Pass renewals/extensions (current agreements include New College of Florida, Ringling College, and University of South Florida Sarasota-Manatee).

Enabling/Regulating Authority

Florida Statutes, Chapter 341

Background Discussion

The subject Universal Access Program (i.e. U-Pass Program) agreement was executed on July 12, 2016, and involves three parties; New College of Florida, Manatee County, and Sarasota County. The agreement allows New College students, faculty, and employees to ride public transit fixed-route/fixed-schedule service for free when presenting a valid New College issued photo identification when boarding. A lump sum annual fee is paid to Manatee and Sarasota Counties to cover fare revenue; and the lump sum fee is revisited annually to address ridership volume and revenue implications. **The fee is \$5,000 for both Sarasota and Manatee counties (\$10,000 combined total) during the initial term of the agreement (August 1, 2016, through July 31, 2017).**

Per the terms of the agreement, Section 4-Term., the County Administrators for Sarasota and Manatee County, and the President of New College, may extend the agreement for two (2) additional one (1) year periods following the initial term, provided that New College, MCAT, and SCAT initially confer/agree to the



2/26/2019

RE: Amendment No. 1 to Contract No. 2016-377

Dear Mr. Suarez,

Please find enclosed an executed original of the above referenced contract with Sarasota County for your records.

Should you have any questions regarding your contract, please contact the County's Administrative Agent designated for this contract.

Your service to Sarasota County is appreciated and we look forward to working with you.

Sincerely,

Contracts Administration
Office of Financial Management
1660 Ringling Blvd., 3rd Floor
Sarasota, FL 34236
Web: www.scgov.net

**REINSTATEMENT AND AMENDMENT NO. 1
TO INTERLOCAL AGREEMENT FOR
UNLIMITED ACCESS PROGRAM**

This Reinstatement and Amendment, hereinafter referred to as ("Amendment"), by and between **Sarasota County**, a political subdivision of the State of Florida, and **Manatee County**, a political subdivision of the State of Florida; and **Ringling College of Art and Design, Inc.**, a Florida not-for-profit corporation. The identified entities will be referred to collectively as the "**Parties**," and individually as a "**Party**."

WITNESSETH

WHEREAS, the Parties executed an Interlocal Agreement ("Agreement") (Contract No. 2016-377) for Unlimited Access Program on July 12, 2016; and

WHEREAS, the initial term of the Agreement commenced on August 1, 2016 and ended on July 31, 2017; and

WHEREAS, Article 4 of the Agreement allows the Parties to extend the Agreement for two (2) additional one (1) year periods following the initial term; and

WHEREAS, the Agreement was not properly extended pursuant to Article 4 of the Agreement after the initial term; and

WHEREAS, the Parties wish to ratify the first extension under this Agreement for the term commencing on August 1, 2017 and ending on July 31, 2018; and

WHEREAS, the Parties wish to reinstate and extend the Agreement for the second extension commencing on August 1, 2018 and ending on July 31, 2019; and

NOW THEREFORE, the Parties in consideration of the mutual covenants contained herein, do agree to amend the Agreement as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The terms and conditions of the Agreement shall be reinstated and this Amendment shall be effective from the expiration date of the initial term.

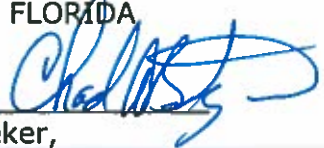
3. The term of the Agreement shall be extended effective August 1, 2017 through July 31, 2019.
4. Except as modified herein, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect.

[The remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the last date written below.

MANATEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY: CHAD A. BUTZOW 
Edwin J. Hunzeker,
County Administrator

DATE: 12/21/18
Executed by the County Administrator

WITNESS:

Signed By: William P. Steele

Print Name: William P. Steele

Approved as to form and correctness:

BY: _____
MANATEE COUNTY ATTORNEY

WITNESS:

RINGLING COLLEGE OF ART AND
DESIGN, INC.

Signed By: Vicke Pearson

Signed By: Tracy A. Wagner

Print Name: Vicky Pearson

Print Name: Dr. Tracy A. Wagner

Title: VP for Finance and Administration

Date: 2-1-2019

Approved as to form and correctness:

BY: _____
GENERAL COUNSEL


SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: 
Jonathan R. Lewis,
County Administrator

DATE: 2/22/19
*Executed by the County Administrator
Pursuant to Resolution No. 2016-056*

Approved as to form and correctness:

BY: 
COUNTY ATTORNEY *CBM*

August 22, 2017 - Regular Meeting
Agenda Item #31

Approved in Open Session 8/22/17,
Manatee County
Board of County Commissioners

Subject

New College Universal Access Program Agreement Extension

Briefings

None

Contact and/or Presenter Information

William Steele, Transit Division Manager,
William.Steele@mymanatee.org, (941) 747-8621 x7440

Chad Butzow, Public Works Deputy Director, chad.butzow@mymanatee.org, (941) 708-7432

Action Requested

1. Authorize the County Administrator to execute a one (1) year extension to the Universal Access Program Agreement with New College of Florida; and
2. Authorize the Public Works Director, or designee, to execute all future U-Pass renewals/extensions (current agreements include New College of Florida, Ringling College, and University of South Florida Sarasota-Manatee).

Enabling/Regulating Authority

Florida Statutes, Chapter 341

Background Discussion

The subject Universal Access Program (i.e. U-Pass Program) agreement was executed on July 12, 2016, and involves three parties; New College of Florida, Manatee County, and Sarasota County. The agreement allows New College students, faculty, and employees to ride public transit fixed-route/fixed-schedule service for free when presenting a valid New College issued photo identification when boarding. A lump sum annual fee is paid to Manatee and Sarasota Counties to cover fare revenue; and the lump sum fee is revisited annually to address ridership volume and revenue implications. **The fee is \$5,000 for both Sarasota and Manatee counties (\$10,000 combined total) during the initial term of the agreement (August 1, 2016, through July 31, 2017).**

Per the terms of the agreement, Section 4-Term., the County Administrators for Sarasota and Manatee County, and the President of New College, may extend the agreement for two (2) additional one (1) year periods following the initial term, provided that New College, MCAT, and SCAT initially confer/agree to the

extension in writing.

At this time, all parties, including Sarasota County and New College, are ready to approve the Universal Access Program Agreement renewal for a one year period, consistent with the terms outlined in the original agreement. To simplify the renewal process in the future, staff is also requesting that the Board authorize the Public Works Director, or designee, to execute all future U-Pass program agreement renewals and extensions. This will facilitate the timely execution of program renewals/extensions. **Any new agreements would still require approval by the Board of County Commissioners.**

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

The original agreement, executed on July 12, 2016, was reviewed by the County Attorney's office.

Reviewing Attorney

Eschenfelder

Instructions to Board Records

Three signed, original copies of each agreement extension are needed. Please call Ryan Suarez, Transit Division Planning Manager, at ext. 7622 when the agreements are signed. He will pick up the signed agreements and deliver them to Sarasota County.

Picked up by Susan Montgomery,
Transit Planner 8/25/17, RT

Cost and Funds Source Account Number and Name

435001200-Transit Operations

Amount and Frequency of Recurring Costs

N/A

Attachment: [MCAT SCAT NCF Agreement Extension \(08-02-17\).pdf](#)

Attachment: [UPass New College 2016.pdf](#)

**INTERLOCAL AGREEMENT FOR UNLIMITED ACCESS PROGRAM
BETWEEN
MANATEE COUNTY, SARASOTA COUNTY
AND
UNIVERSITY OF SOUTH FLORIDA SARASOTA/MANATEE**

THIS AGREEMENT (“Agreement”) is made and entered into on this ____ day of _____, 2018 (“**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 **THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES**, a public body corporate on behalf of USF Sarasota/Manatee (hereinafter referred to as the “**University**”).

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, the University, serving the students and the community 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 University believe that if all University students and employees are eligible to utilize all MCAT and SCAT Bus Services (as defined herein) free of charge by virtue of being a University 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. “University Students” shall be defined as students currently enrolled in credit classes at any time during the University’s academic year including summer sessions, commencing January 1, 2019 through June 30, 2019, and possessing a valid current University photo ID.
- B. “University Employees” shall be defined as individuals currently employed by the University in any personnel classification possessing a valid current University photo ID.

- 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.

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

- A. MCAT and SCAT shall allow University Students and University Employees to ride all MCAT and SCAT Bus Services at no cost when displaying a valid identification badge duly issued by the University.
- B. MCAT and SCAT shall provide the University 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 University with notice of any changes to current bus schedules and routes prior to instituting such changes.
- C. As is feasible, MCAT and SCAT shall provide the University with ridership reports, upon request.
- D. MCAT and SCAT reserve the right to refuse service to a University Student or University 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 University of South Florida Sarasota/Manatee.**

- A. The University shall provide University Students and University Employees with proper identification with which to board MCAT and SCAT Bus Services.
- B. The University shall provide access to all existing and future regulations for using MCAT and SCAT Bus Services, as established by MCAT, SCAT to University Students and University Employees. The University 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 Term of this Agreement shall commence on January 1, 2019 and end on June 30, 2019, unless earlier terminated as provided for herein.

5. **Termination.**

- A. Any party may terminate this Agreement for convenience upon ninety (90) days prior written notice to the other parties.
- B. The University, 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 University 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 University 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:

The University of South Florida:

Dr. Ralph C. Wilcox
Provost and Executive Vice President
4202 E. Fowler Avenue, CGS 401
Tampa, Florida 33620
813-974-8347
rcwilcox@USF.edu

The University of South Florida Sarasota-Manatee

Karen A. Holbrook PhD
~~Sandra S. Stone, Ph.D.~~ Regional Chancellor University of South
Florida Sarasota-Manatee
8350 N. Tamiami Trail, Sarasota, FL 34243 Phone 941-359-4340,
Fax 941-359-4298 ~~sandrastone@usf.edu~~ *khollbrook@usf.edu*

With Copy to:

Office of the General Counsel
Hilary Black
Associate General Counsel
4202 E. Fowler Avenue, CGS 301
Tampa, Florida 33620
813-974-0749
hblack@USF.edu

If to MCAT:

Manatee County Administrator
1112 Manatee Avenue West
Bradenton, FL 34205

With Copy To:

Ryan Suarez, Planning Manager
Manatee County Area Transit
2411 Tallevast Road
Sarasota, FL 34243
941-747-8621 Ext. 7622
Ryan.suarez@mymanatee.org

If to SCAT:

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

With Copy To:

Pam Barr, Fiscal Consultant III
5303 Pinkney Avenue
Sarasota, FL 34233
941-861-1047
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 MCAT and SCAT perform their obligations contained in this Agreement, the University shall pay MCAT and SCAT as follows:

1. For services provided from January 1, 2019 through June 30, 2019, an amount of one dollar per boarding to MCAT for boarding activity on MCAT buses and one dollar per boarding to SCAT for boarding activity on SCAT buses not to exceed \$2,500.00 to each transit agency. MCAT and SCAT shall invoice the University separately after the end date of this Agreement and payment shall be made to MCAT and SCAT within thirty (30) days of the date of each corresponding invoice.
2. In no event shall the University be responsible for any charges, fees, or other costs except as expressly set forth in this Agreement.

8. **Indemnification**

The University 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 UNIVERSITY, 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 University, shall apply and nothing in this Agreement is intended to nor shall be construed as a waiver of any immunity from or limitation of liability that University, MCAT or SCAT may be entitled to therein.

9. **Nondiscrimination.**

The parties agree each shall not discriminate on the basis of race, color, ethnicity, religion, sex, age, national origin, marital status, sexual orientation, gender identity, genetic information, or against any qualified individual with disabilities in the provision of Unlimited Access Program or any program or activity anticipated for MCAT and SCAT riders. 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 University, 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 University 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 University.
- 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 University'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. **University Publicity** – The University 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 University website. MCAT and SCAT will be provided the opportunity but shall not be required to work with the University 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 University is the exclusive owner of all rights, title and interest in and to the trademarks, logos, Service Marks, trade names, and any other “University” marks or logos. MCAT and SCAT agree that they will not, without the prior written consent of the University in each instance: (i) use in advertising, publicity, or otherwise the name or Trademark of the University, 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 University 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 University. Such authorization or consent may be withdrawn at any time for any reason at the sole discretion of the University.

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 University 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 University, 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 University, 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 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 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: *Priscilla*
CHAIR

ATTEST: Angelina Coloneso
Clerk of the Circuit Court

Uebie
Deputy Clerk

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

By: *[Signature]*
CHAIR

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

Banda White
Deputy Clerk

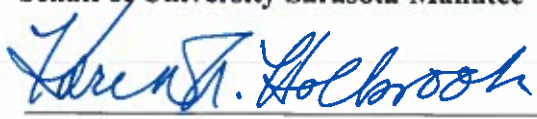
Approved as to form:
[Signature]
County Attorney *CM*

Witness:

University of South Florida Board of
Trustees, a public body corporate on
behalf of University Sarasota-Manatee



Print Name: Amy Farrington



Approved as to Content and Form:

Approved as to Form and
Legal Sufficiency



Attorney, USF

**INTERLOCAL AGREEMENT FOR UNLIMITED ACCESS PROGRAM
BETWEEN
MANATEE COUNTY, SARASOTA COUNTY
AND
UNIVERSITY OF SOUTH FLORIDA SARASOTA/MANATEE**

THIS AGREEMENT (“**Agreement**”) is made and entered into on this ____ day of _____, 2018 (“**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 **THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES**, a **public body corporate** on behalf of USF Sarasota/Manatee (hereinafter referred to as the “**University**”).

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, the University, serving the students and the community 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 University believe that if all University students and employees are eligible to utilize all MCAT and SCAT Bus Services (as defined herein) free of charge by virtue of being a University 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. “University Students” shall be defined as students currently enrolled in credit classes at any time during the University’s academic year including summer sessions, commencing January 1, 2019 through June 30, 2019, and possessing a valid current University photo ID.
- B. “University Employees” shall be defined as individuals currently employed by the University in any personnel classification possessing a valid current University photo ID.

- 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.

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

- A. MCAT and SCAT shall allow University Students and University Employees to ride all MCAT and SCAT Bus Services at no cost when displaying a valid identification badge duly issued by the University.
- B. MCAT and SCAT shall provide the University 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 University with notice of any changes to current bus schedules and routes prior to instituting such changes.
- C. As is feasible, MCAT and SCAT shall provide the University with ridership reports, upon request.
- D. MCAT and SCAT reserve the right to refuse service to a University Student or University 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 University of South Florida Sarasota/Manatee.**

- A. The University shall provide University Students and University Employees with proper identification with which to board MCAT and SCAT Bus Services.
- B. The University shall provide access to all existing and future regulations for using MCAT and SCAT Bus Services, as established by MCAT, SCAT to University Students and University Employees. The University 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 Term of this Agreement shall commence on January 1, 2019 and end on June 30, 2019, unless earlier terminated as provided for herein.

5. **Termination.**

- A. Any party may terminate this Agreement for convenience upon ninety (90) days prior written notice to the other parties.
- B. The University, 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 University 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 University 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:

The University of South Florida:

Dr. Ralph C. Wilcox
Provost and Executive Vice President
4202 E. Fowler Avenue, CGS 401
Tampa, Florida 33620
813-974-8347
rewilcox@USF.edu

The University of South Florida Sarasota-Manatee

Sandra S. Stone, Ph.D. Regional Chancellor
University of South Florida Sarasota-Manatee
8350 N. Tamiami Trail, Sarasota, FL 34243
Phone 941-359-4340,
Fax 941-359-4298
sandrastone@usf.edu

With Copy to:

Office of the General Counsel
Hilary Black
Associate General Counsel
4202 E. Fowler Avenue, CGS 301
Tampa, Florida 33620
813-974-0749
hblack@USF.edu

If to MCAT:

Manatee County Administrator
1112 Manatee Avenue West
Bradenton, FL 34205

With Copy To:

Ryan Suarez, Planning Manager
Manatee County Area Transit
2411 Tallevast Road
Sarasota, FL 34243
941-747-8621 Ext. 7622
Ryan.suarez@mymanatee.org

If to SCAT:

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

With Copy To:

Pam Barr, Fiscal Consultant III
5303 Pinkney Avenue
Sarasota, FL 34233
941-861-1047
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 MCAT and SCAT perform their obligations contained in this Agreement, the University shall pay MCAT and SCAT as follows:
1. For services provided from January 1, 2019 through June 30, 2019, an amount of one dollar per boarding to MCAT for boarding activity on MCAT buses and one dollar per boarding to SCAT for boarding activity on SCAT buses not to exceed \$2,500.00 to each transit agency. MCAT and SCAT shall invoice the University separately after the end date of this Agreement and payment shall be made to MCAT and SCAT within thirty (30) days of the date of each corresponding invoice.
 2. In no event shall the University be responsible for any charges, fees, or other costs except as expressly set forth in this Agreement.

8. **Indemnification**

The University 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 UNIVERSITY, 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 University, shall apply and nothing in this Agreement is intended to nor shall be construed as a waiver of any immunity from or limitation of liability that University, MCAT or SCAT may be entitled to therein.

9. **Nondiscrimination.**

The parties agree each shall not discriminate on the basis of race, color, ethnicity, religion, sex, age, national origin, marital status, sexual orientation, gender identity, genetic information, or against any qualified individual with disabilities in the provision of Unlimited Access Program or any program or activity anticipated for MCAT and SCAT riders. 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 University, 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 University 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 University.
- 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 University'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. **University Publicity** – The University 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 University website. MCAT and SCAT will be provided the opportunity but shall not be required to work with the University 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 University is the exclusive owner of all rights, title and interest in and to the trademarks, logos, Service Marks, trade names, and any other “University” marks or logos. MCAT and SCAT agree that they will not, without the prior written consent of the University in each instance: (i) use in advertising, publicity, or otherwise the name or Trademark of the University, 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 University 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 University. Such authorization or consent may be withdrawn at any time for any reason at the sole discretion of the University.

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 University 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 University, 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 University, 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 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 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: *Pinella May*
CHAIR

ATTEST: Angelina Colonnese
Clerk of the Circuit Court

Vicki Jasney
Deputy Clerk

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

By: _____
CHAIR

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:

County Attorney

Witness:

**University of South Florida Board of
Trustees, a public body corporate on
behalf of University Sarasota-Manatee**

Print Name: _____

Approved as to Content and Form:



1/30/2019

RE: Amendment No. 2 to Contract No. 2016-378

Dear Mr. Suarez,

Please find enclosed an executed original of the above referenced contract with Sarasota County for your records.

Should you have any questions regarding your contract, please contact the County's Administrative Agent designated for this contract.

Your service to Sarasota County is appreciated and we look forward to working with you.

Sincerely,

Contracts Administration
Office of Financial Management
1660 Ringling Blvd., 3rd Floor
Sarasota, FL 34236
Web: www.scgov.net

APPROVED: 01/29/19

**REINSTATEMENT AND AMENDMENT NO. 2
TO INTERLOCAL AGREEMENT FOR
UNLIMITED ACCESS PROGRAM**

This Amendment is made and entered into upon execution by both parties by and between **Sarasota County**, a political subdivision of the State of Florida, **Manatee County**, a political subdivision of the State of Florida, and **New College of Florida**, a public body corporate and member of the State University System of Florida. The identified entities will be referred to collectively as the "**Parties**," and individually as a "**Party**."

WITNESSETH

WHEREAS, the Parties executed an Interlocal Agreement ("Agreement") (County Contract No. 2016-378) for Unlimited Access Program on July 12, 2016; and

WHEREAS, the initial term of the Agreement commenced on August 1, 2016 and ended July 31, 2017; and

WHEREAS, Article 4 of the Agreement allows the Parties to extend the Agreement for two (2) additional one (1) year periods following the initial term; and

WHEREAS, the Parties executed the First Extension on January 25, 2018, extending the Agreement for an additional one (1) year period, effective August 1, 2017 and ending on July 31, 2018; and

WHEREAS, the Parties wish to reinstate and extend the Agreement pursuant to the terms and conditions set forth herein.


NOW THEREFORE, the Parties, in consideration of the mutual covenants contained herein, do agree to amend the Agreement as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The terms and conditions of the Agreement shall be reinstated and this Amendment shall be effective from the expiration date of the First Extension.
3. The Second Extension shall extend the term of the Agreement as of August 1, 2018 through July 31, 2019.
4. Except as modified herein, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date written below.

MANATEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY: CHARA A. BUTZOW 
Edwin J. Hunzeker,
County Administrator

DATE: 12/21/18
Executed by the County Administrator

WITNESS:

Signed By: William P. Steele

Print Name: William P. Steele

Approved as to form and correctness:

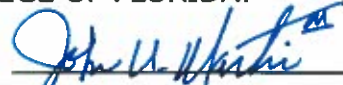
BY: _____
MANATEE COUNTY ATTORNEY

WITNESS:

Signed By: 

Print Name: Bradley Thiessen

NEW COLLEGE OF FLORIDA:

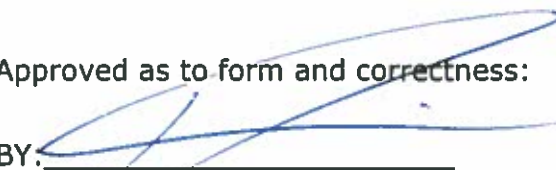
Signed By: 

Print Name: John Martin

Title: VP, Finance + Administration

Date: 1/15/19

Approved as to form and correctness:

BY: 

GENERAL COUNSEL

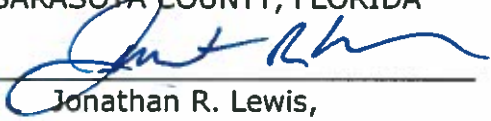
DAVID A. FUGITT

1-15-19

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: _____


Jonathan R. Lewis,
County Administrator

DATE: _____

1/29/19
*Executed by the County Administrator
Pursuant to Resolution No. 2016-056*

Approved as to form and correctness:

BY: _____


SARASOTA COUNTY ATTORNEY *COM*

August 22, 2017 - Regular Meeting
Agenda Item #31

Approved in Open Session 8/22/17,
Manatee County
Board of County Commissioners

Subject

New College Universal Access Program Agreement Extension

Briefings

None

Contact and/or Presenter Information

William Steele, Transit Division Manager,
William.Steele@mymanatee.org, (941) 747-8621 x7440

Chad Butzow, Public Works Deputy Director, chad.butzow@mymanatee.org, (941) 708-7432

Action Requested

1. Authorize the County Administrator to execute a one (1) year extension to the Universal Access Program Agreement with New College of Florida; and
2. Authorize the Public Works Director, or designee, to execute all future U-Pass renewals/extensions (current agreements include New College of Florida, Ringling College, and University of South Florida Sarasota-Manatee).

Enabling/Regulating Authority

Florida Statutes, Chapter 341

Background Discussion

The subject Universal Access Program (i.e. U-Pass Program) agreement was executed on July 12, 2016, and involves three parties; New College of Florida, Manatee County, and Sarasota County. The agreement allows New College students, faculty, and employees to ride public transit fixed-route/fixed-schedule service for free when presenting a valid New College issued photo identification when boarding. A lump sum annual fee is paid to Manatee and Sarasota Counties to cover fare revenue; and the lump sum fee is revisited annually to address ridership volume and revenue implications. **The fee is \$5,000 for both Sarasota and Manatee counties (\$10,000 combined total) during the initial term of the agreement (August 1, 2016, through July 31, 2017).**

Per the terms of the agreement, Section 4-Term., the County Administrators for Sarasota and Manatee County, and the President of New College, may extend the agreement for two (2) additional one (1) year periods following the initial term, provided that New College, MCAT, and SCAT initially confer/agree to the

APPROVED in Open Session

Manatee County Board of County
Commissioners

Manatee County Government Administrative Center
Patricia M. Glass Commission Chambers, First Floor
9:00 a.m. - December 18, 2018

12/18/18

December 18, 2018 - Regular Meeting
Agenda Item #49

Subject

Universal Access Program Agreement between the University of South Florida (USF) Sarasota-Manatee, Manatee County, and Sarasota County

Briefings

None

Contact and/or Presenter Information

William Steele, Transit Division Manager, William.Steele@mymanatee.org, (941) 747-8621 x 7440

Ryan Suarez, Transit Division Planning Manager, Ryan.Suarez@mymanatee.org, (941) 747-8621 x7622

Action Requested

1. Approve the Universal Access Program Agreement with the University of South Florida Board of Trustees and Sarasota County and authorize the Chairperson to execute the Agreement.
2. Authorize the Public Works Director, or his designee, to execute the 2019 U-Pass agreements renewals and/or extensions.

Enabling/Regulating Authority

- Chapter 341, Florida Statutes
- Manatee County's 2018 Ten-Year Transit Development Plan (TDP) major update, *Manatee Connects*

Background Discussion

The subject Universal Access Program Agreement (i.e., U-Pass Program Agreement) involves three parties: The University of South Florida (USF) Sarasota/Manatee, Manatee County Government, and Sarasota County Government. This agreement, which started in 2015, allows USF students, faculty, and employees to ride public transit fixed route/fixed schedule service for free when presenting a valid USF photo identification during the boarding process. To cover the fare revenue, the updated agreement stipulates that USF will remit a fee of \$1 per passenger boarding, which is paid to either Manatee or Sarasota County, depending upon which transit system is used; and the term of the new agreement is extended for the six-month period from January 1, 2019, through June 30, 2019. Starting in early 2019, the three parties to this agreement plan to work with other area colleges and universities, specifically New College of Florida and Ringling College of Art and Design, to establish a unified multi-party U-pass program agreement, effective July 1, 2019.

The U-Pass Program serves a number of purposes including broadening access to public transportation services for USF students, faculty, and staff throughout Manatee and Sarasota counties, supporting efforts to enhance ridership, adding an additional source of operating revenue for transit service, and expediting the boarding process at key bus stops. Because Manatee County Area Transit (MCAT) and Sarasota County Area Transit (SCAT) jointly operate the regional, inter-county bus route along the US Highway 41 corridor (i.e. Route 99), which services the USF Sarasota-Manatee campus, the U-Pass Program Agreement includes all three parties (USF, Manatee County, and Sarasota County). Similar agreements exist currently between Manatee County Government and other universities and colleges in the Manatee County Area Transit (MCAT) service area, including Ringling College of Art and Design and New College of Florida.

Comparable university/college and transit agency transit revenue agreements are now quite common. Successful examples are currently in use in Hillsborough, Pinellas, and Polk counties. The Hillsborough Area Regional Transit Authority (HART) and the Pinellas Suncoast Transit Authority (PSTA) currently have an agreement with corresponding major USF campuses located within their respective service areas.

The staff at USF Sarasota-Manatee is working diligently to approve the U-Pass Program Agreement prior to the January 1st implementation date, and Sarasota County Government is preparing to approve this agreement at their January 15, 2019, Board meeting.

County Attorney Review

Not Reviewed (Utilizes exact document or procedure approved within the last 18 months)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Provide three (3) original copies of the signed agreement to Ryan Suarez, ryan.suarez@mymanatee.org, (941) 747-8621, ext.7622. He will deliver to Sarasota County.

INTEROFFICE MAIL 12/19/18

Cost and Funds Source Account Number and Name

435-001200-Transit Operations

Amount and Frequency of Recurring Costs

N/A

Attachment: [USF Agreement_2019.pdf](#)