

RESOLUTION R-97-20

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, PROVIDING FOR A TRANSIT BUS ADVERTISING PROGRAM; ESTABLISHING A RATE SCHEDULE FOR ADVERTISING ON TRANSIT BUSES; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO ENTER INTO CONTRACTS WITH ADVERTISERS; ESTABLISHING POLICIES FOR THE TRANSIT BUS ADVERTISING PROGRAM; RESCINDING RESOLUTION R-95-226; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Manatee County Ordinance 74-6 authorizes the Board of County Commissioners to establish a Public Transportation System within the territorial boundaries of Manatee County, and establish rates and fares; and

WHEREAS, cutbacks in Federal Operating Assistance have required the Transit Division to study and develop ways to trim costs and boost revenues without drastically reducing services; and

WHEREAS, it is in the public interest for the County to promote Transit usage in order to afford greater accessibility for Transit dependent citizens, relieve traffic congestion, support fuel efficient transportation, and enhance the economic development of the County; and

WHEREAS, the Board of County Commissioners has previously established a Transit Bus Advertising Program and adopted Resolution R-95-226 establishing Transit Bus Advertising Rates; and

WHEREAS, the Board of County Commissioners has determined that the expansion of the Transit Bus Advertising Program, to include full bus graphics, would promote Transit usage as well as generate revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida, as follows:

1. Monthly Rates for Poster Signs shall be as follows per month:

EXTERIOR **MONTH TO MONTH** **YEAR CONTRACT**

STREET SIDE

28 x 118	\$ 138.00	\$ 127.00
28 x 36	\$ 42.00	\$ 39.00

CURB SIDE

28 x 60	\$ 70.00	\$ 64.00
28 x 36	\$ 42.00	\$ 39.00

REAR TAILGATE

21 x 44	\$ 77.00	\$ 71.00
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INTERIOR **MONTH TO MONTH** **YEAR CONTRACT**

11 X 36

\$ 20.00

\$ 12.00

- A. Discount:
A 20% discount off the above rates may be offered for full fleet (available for Interior or Exterior advertisement).
- B. Installation Fees:
Interior - \$ 30.00
Exterior - Vinyl to be directly applied at Client's expense.
- C. All signs must be provided by Client. Contents/Material of signs must be approved in advance by County Administrator or his designee.

2. Monthly/Annual Rates per bus for Full Bus Graphics:

A. Fixed Route Transit Bus rates:

One Year Contract:

<u>MCAT BUS</u>	<u>DISCOUNT</u>	<u>ANNUAL FEE PER BUS</u>	<u>MONTHLY PAYMENT</u>	<u>ANNUAL PAYMENT</u>
1		\$8,400.00	\$ 700.00	\$ 8,400.00

Two Year Contract (Discount based on \$8,400 per bus):

<u>MCAT BUSES</u>	<u>DISCOUNT</u>	<u>ANNUAL FEE PER BUS</u>	<u>MONTHLY PAYMENT</u>	<u>ANNUAL PAYMENT</u>
1	5%	\$ 7,980.00	\$ 665.00	\$ 7,980.00
2	10%	\$ 7,560.00	\$ 1,260.00	\$15,120.00
3	15%	\$ 7,140.00	\$ 1,785.00	\$21,420.00

Three Year Contract (Discount based on \$8,400 per bus):

<u>MCAT BUSES</u>	<u>DISCOUNT</u>	<u>ANNUAL FEE PER BUS</u>	<u>MONTHLY PAYMENT</u>	<u>ANNUAL PAYMENT</u>
1	7.5%	\$ 7,770.00	\$ 647.50	\$ 7,770.00
2	12.5%	\$ 7,350.00	\$ 1,225.00	\$14,700.00
3	17.5%	\$ 6,930.00	\$ 1,732.50	\$20,790.00

B. Handy-Bus (Paratransit) rates:

One Year Contract:

<u>HANDY BUS</u>	<u>DISCOUNT</u>	<u>ANNUAL FEE PER BUS</u>	<u>MONTHLY PAYMENT</u>	<u>ANNUAL PAYMENT</u>
1		\$ 5,600.00	\$ 466.67	\$ 5,600.00

Two Year Contract (Discount based on \$5,600 per bus):

<u>HANDY BUSES</u>	<u>DISCOUNT</u>	<u>ANNUAL FEE PER BUS</u>	<u>MONTHLY PAYMENT</u>	<u>ANNUAL PAYMENT</u>
1	5%	\$ 5,320.00	\$ 443.33	\$ 5,320.00
2	10%	\$ 5,040.00	\$ 840.00	\$10,080.00
3	15%	\$ 4,760.00	\$ 1,190.00	\$14,280.00

Three Year Contract (Discount based on \$5,600 per bus):

<u>HANDY BUSES</u>	<u>DISCOUNT</u>	<u>ANNUAL FEE PER BUS</u>	<u>MONTHLY PAYMENT</u>	<u>ANNUAL PAYMENT</u>
1	7.5%	\$ 5,180.00	\$ 431.67	\$ 5,180.00
2	12.5%	\$ 4,900.00	\$ 816.67	\$ 9,800.00
3	17.5%	\$ 4,620.00	\$ 1,155.00	\$13,860.00

- C. Deposits equal to one month's rent, plus the estimated cost of restoration shall be remitted prior to or at the time contracts are signed.
 - D. All costs related with the production, creation, installation, removal, and restoration of buses used for full bus graphics advertisement shall be the sole responsibility of the Client.
3. In addition to the policies set forth above and in attached Exhibits A and B, the following policies shall apply to advertising on the County's Transit System and contracting for advertisements:
- A. The County, by and through the County Administrator or his designee, reserves the right to set policies with respect to all advertising and permit only advertising that is consistent with projecting a family-oriented and healthy and wholesome image designed to reflect favorably upon the County and enhance and encourage the use of the County's Transit System. In that regard, the County shall reserve the right to reject any and all design and content that is not of a reputable nature, that is false, misleading or deceptive, or relates to any illegal activity or is obscene.
 - B. Political advertising shall not be accepted. Political advertising shall include advertisements identifying and urging support or opposition to a particular political issue, party or candidate for political office.
 - C. There shall be no tobacco or alcoholic beverage advertising, although the corporate name of a tobacco or alcoholic beverage company may be used to advertise a product which is otherwise permitted herein and is not related to smoking and alcoholic beverages. All full bus graphics advertising shall maintain intact the logo design for Manatee County Area Transit buses, which must be displayed in a far forward position under the drivers window and near the front passenger door on each side of buses.
 - D. In the event advertising space becomes limited, the County Administrator, or his designee, shall establish a rotational system and a system of waiting lists for advertisement so that all persons conforming with these policies shall be provided an equal opportunity to participate in the Transit Bus Advertising Program.
 - E. The County Administrator, or his designee, are authorized to reserve buses for full bus graphic advertising for a reasonable period of time prior to entering into a contract to be certain that suitable design details can be achieved prior to entering into a contract.
 - F. No discounts shall be given to advertising agencies. Any advertising agency or other party entering into a single contract for Poster Advertising or multiple Full Bus Graphics Advertising contracts for customization to be completed within a single year shall be entitled to the multiple bus discount.

- G. Interior Advertising space may be made available for advertising programs and projects of the County and non-profit entities providing such programs as approved by the Board of County Commissioners at no charge when space is not required for clients paying the rates established herein.
- H. The Transit Division shall provide a list of known qualified customizing professionals to prospective clients interested in full bus graphics. The Transit Division shall develop an application, procedures and criteria for expanding the list of customizing professionals, which shall be reviewed and approved by the County Administrator. Procedures and criteria shall be designed to identify the customizing professionals who are able to provide the service without harm or damage to County's transit buses and shall provide for a prompt review by the Transit Division and a right to appeal a determination of the Transit Division to the County Administrator. Nothing herein is intended to serve as the basis for a recommendation to any client regarding the adequacy of work for the client's needs and the published list shall contain this limitation.
- I. The County Administrator or his designee is authorized to determine the minimum time before notice of termination can be provided under Section 4.A of Exhibit A (Poster Advertising), based upon the number of Transit buses covered by a poster advertising contract, the likelihood of obtaining a full bus graphics contract and the need of the client to amortize the costs of producing advertising materials. No minimum time period shall exceed one year.
4. The County Administrator, or his designee, is hereby authorized to develop rules and procedures for the implementation of the Transit Bus Advertising Program consistent with the policies set forth in this Resolution and any applicable provisions of law.
5. The County Administrator, or his designee, is hereby authorized to enter into contracts for Poster Advertising substantially in accordance with the form of contract attached hereto as Exhibit A, and for Full Bus Graphics Advertising in accordance with form of contract attached hereto as Exhibit B. Any changes in the form of contract must be approved by the County Attorney. The County Attorney may approve changes so long as the changes are consistent with this resolution.
6. Any changes in the rates and policies provided in this Resolution must be approved by the Board of County Commissioners, who reserve the right to approve changes in the rates and exceptions to the policies when such changes and exceptions are in the best interest of the County and the Public Transportation System.

7. This Resolution shall take effect at 12:01 a.m. on February 5, 1997, and shall apply to all contracts for the Transit Bus Advertising Program entered into after that time. Resolution R-95-226 shall be rescinded as of the date and time this Resolution takes effect, but shall continue to apply to existing contracts until such contracts have expired. This Resolution, and the rates set forth herein, shall apply to the renewal or extension of any existing contract.

ADOPTED with a quorum present and voting this the 4th day of February 1997.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY: Patricia M. Glass
PATRICIA M. GLASS
CHAIRMAN

ATTEST: R. B. SHORE
CLERK OF THE CIRCUIT COURT

BY: [Signature]

EXHIBIT A

TRANSIT ADVERTISING AGREEMENT POSTER ADVERTISING

This is an Agreement between MANATEE COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as COUNTY, through its Transit Division, and _____, hereinafter referred to as CLIENT.

WITNESS, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CLIENT hereby agree as follows:

Section 1. Terms of Agreement

- A. This Agreement shall commence on _____, and end on _____.
- B. CLIENT agrees to pay the following fees, in exchange for which COUNTY will allow CLIENT to place print advertising in or on Transit buses operated by COUNTY:
1. An installation charge of \$ _____.
 2. \$ _____ for _____ signs of _____, for a total annual charge of \$ _____.
- For installation and the initial monthly charge CLIENT has paid \$ _____. CLIENT shall pay COUNTY by the 1st day of each month beginning with _____, \$ _____ each month.
- C. CLIENT designates _____ as CLIENT'S liaison between COUNTY and CLIENT. All questions, correspondence and notices associated with this Agreement shall be addressed to the CLIENT'S liaison at _____. COUNTY designates _____ as COUNTY'S liaison. All notices and payment to COUNTY shall be addressed or hand-delivered to the attention of COUNTY'S liaison at 1108 26th Avenue East, Bradenton, Florida 34208.
- D. CLIENT and COUNTY agree that this Agreement shall be governed by policies established under Resolution R-97-20 adopted by the Board of County Commissioners.

Section 2. Additional Duties of COUNTY:

COUNTY agrees:

- A. That Transit bus(es) with CLIENT'S signs shall be used in providing service and advertising exposure a minimum of two hundred (200) days per year.
- B. To rotate bus routes with CLIENT'S advertising to maximize exposure.
- C. To permit CLIENT to change or replace the signs on any Bus covered by this Agreement within a reasonable time after request by CLIENT provided that CLIENT has paid the installation charge, or made arrangements for installation under MCAT supervision.

Section 3. Additional Duties of CLIENT

CLIENT agrees:

- A. That CLIENT shall be solely responsible for obtaining all necessary permissions, consents, copyrights or licenses to any art work or other advertising materials to be utilized by CLIENT in connection with this Agreement.

- B. To hold harmless COUNTY against any damages, suits, claims or demands that may be incurred by or asserted against COUNTY, or any officer, director, manager, employee or subcontractor of COUNTY, arising out of or relating to CLIENT'S performance under this Agreement.
- C. To COUNTY'S use of CLIENT'S signs as displayed on the bus(es) for COUNTY'S promotional purposes, without charge or royalty
- D. To repair or replace any wear and tear or damage to CLIENT'S signs arising as a result of defective workmanship, normal wear and tear, or any cause.
- E. That COUNTY has the right, at all times during the term of this Agreement, in its sole discretion, to reject any signs to be placed on its Transit bus(es) that it deems objectionable and to remove the same at CLIENT'S expense.
- F. That CLIENT agrees and understands that COUNTY makes no assurances or guarantees as to which geographic routes will be driven by buses containing CLIENT's advertising.
- G. To warrant that no director, officer or employee of COUNTY shall have any interest, direct or indirect, in this Agreement or the proceeds therefrom.

Section 4. Termination

- A. COUNTY may terminate this Agreement for its convenience, without cause, upon providing CLIENT with thirty (30) days advance written notice of termination, provided signs have been in place ___ days, as agreed to between Transit and CLIENT. In the event COUNTY terminates this Agreement, the Advertising Fee shall be prorated over two hundred (200) days.
- B. If either party hereto is in material default of any provision of this Agreement and fails to cure same within seven (7) days of receiving written notice of same from the non-defaulting party or fails to commence a cure of the default within a seven (7) day period, the non-defaulting party may terminate this Agreement for cause. In the event of termination for cause, the non-defaulting party shall be entitled to any and all damages or remedies available to it at law or in equity; provided, however, it is expressly agreed that notwithstanding anything herein to the contrary, in the event of termination for cause, the maximum liability of COUNTY to CLIENT shall not exceed an amount equal to the Advertising Fee.
- C. If COUNTY terminates this Agreement for cause pursuant to subparagraph B above, and it is determined for any reason that CLIENT was not in default, or that its default was excusable, or that COUNTY for whatever reason was not entitled to the remedies against CLIENT provided in paragraph B above, then such termination will be deemed termination for convenience pursuant to paragraph A above and CLIENT'S remedies against COUNTY shall be the same afforded CLIENT pursuant to paragraph A above.

Section 5. Other Provisions

- A. This Agreement contains the entire agreement of the parties and supersedes any prior agreements or understandings whether oral or written.
- B. This Agreement cannot be changed or terminated orally and may be modified only by written agreement executed by both parties.
- C. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- D. This Agreement shall be interpreted, construed and applied according to the Laws of Florida and venue of any cause of action arising out of this Agreement shall be in Manatee County, Florida.
- E. The invalidity or lack of enforceability of a particular provision of this Agreement shall not offset the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

- F. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- G. All claims, disputes and other matters in question between COUNTY and CLIENT, arising out of or relating to this Agreement, shall be referred in writing to the County Administrator or designee for determination. The Administrator or his designee shall make the appropriate inquiries and determination within thirty (30) days of receipt of such written referral. Such written referral and determination by the Administrator or his designee shall be a condition precedent to the commencement of a civil action to adjudicate such dispute.
- H. In the event it becomes necessary for either party to incur costs and/or expenses including, but not limited to, attorney's fees or court costs, in connection with any claim or demand under this Agreement, the prevailing party shall be entitled to payment of such reasonable costs and fees incurred as the court determines to be just and equitable.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: MANATEE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of Community Services Department authorized to execute same on the ____ day of _____, ____ and _____, signing by and through _____, duly authorized to execute same.

COUNTY

MANATEE COUNTY
COMMUNITY SERVICES DEPARTMENT

By: _____
Director

_____ day of _____, _____

CLIENT

WITNESS:

_____ day of _____, _____

EXHIBIT B

**TRANSIT ADVERTISING AGREEMENT
FULL BUS GRAPHICS**

This is an Agreement between MANATEE COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as COUNTY, through its Transit Division, and _____, hereafter referred to as CLIENT.

WITNESS, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CLIENT hereby agree as follows:

Section 1. Terms of Agreement

A. This Agreement shall commence on _____, and end on _____. This term includes an initial period of _____ days during which time the bus(es) will be released to CLIENT's customization professional for a period not to exceed _____ days.

B. CLIENT agrees to pay the following fees, in exchange for which COUNTY will allow CLIENT to customize (in a design and manner conforming with the conceptual illustration attached hereto as Exhibit "A") the transit bus(es) (hereinafter "Bus") by applying a custom painting and/or decaling design (computerized color graphics painted on vinyl) (hereinafter "customize" or "customization") on the Bus.

1.	Advertising Fee:	\$ _____ per bus x _____ bus(es) = \$ _____
2.	Deposit:	\$ _____ per bus x _____ bus(es) = \$ _____
3.	Additional Fee:	\$ _____ per bus x _____ bus(es) = \$ _____
		TOTAL \$ _____

Payment Terms: _____

*Payments received five (5) days past the due date are subject to a late fee of 1.5% per month (18% per year) on the unpaid balance.

C. CLIENT'S deposit shall be refunded by COUNTY at the end of the term less any sums required by County to cure any default of CLIENT with respect to any obligation under this Agreement, including payment of the Advertising Fee and any sums needed for restoration. No interest shall be paid by COUNTY to CLIENT on the deposit.

D. At the termination of this Agreement, CLIENT shall pay the cost of restoring the Transit bus(es) to a its former condition. The COUNTY will obtain three (3) competitive bids for the restoration work and select the lowest bid. The CLIENT will be billed for the total restoration cost less the deposit.

E. All customization shall be the responsibility of CLIENT and shall be done by skilled and experienced professionals approved in writing by COUNTY. The design will be consistent with Exhibit A and brought to COUNTY for final approval before delivery of the Bus for customization. COUNTY reserves the right to reject any customizing professionals and any planned customization that COUNTY determines to be unable to provide security and quality workmanship or which plan is inconsistent with the image the COUNTY wishes to establish for its Transit System. All approvals shall be provided in writing by COUNTY'S liaison. COUNTY shall deliver the Bus (or buses) to _____ for customization on the _____ day of _____, and the customization shall be completed and available for pickup by COUNTY by no later than 5:00 p.m. on the _____ day of _____.

F. CLIENT designates _____ as CLIENT'S liaison between COUNTY and CLIENT. All questions, correspondence and notices associated with this Agreement shall be addressed to the CLIENT'S liaison at _____ COUNTY designates _____ as COUNTY'S liaison. All notices and payments to COUNTY shall be addressed to the attention of COUNTY'S liaison at 1108 26th Avenue East, Bradenton, Florida 34208.

G. CLIENT and COUNTY agree that this Agreement shall be governed by policies established under Resolution R-97-20 adopted by the Board of County Commissioners.

Section 2. Additional Duties of COUNTY:

COUNTY agrees

- A To provide the Transit bus(es) in standard MCAT condition to CLIENT.
- B That Transit bus(es) with CLIENT'S customization shall be used in providing service and advertising exposure a minimum of two hundred (200) days per year.
- C To rotate bus routes with CLIENT'S advertising to achieve maximum exposure.
- D To be responsible for repairing or replacing CLIENT's customization in the event of substantial damage to the paint or body of a Bus with CLIENT's customization caused by the negligent or intentional acts of COUNTY. The decision of whether to replace or repair the customization shall be solely in the discretion of COUNTY.
- E To permit CLIENT to change or replace the customization on any Bus covered by this Agreement within a reasonable time after request by CLIENT and the agreement of CLIENT to pay COUNTY charges for loss of use as established by COUNTY.

Section 3. Additional Duties of CLIENT

CLIENT agrees

- A That CLIENT shall be solely responsible for obtaining all necessary permissions, consents, copyrights or licenses to any art work or other advertising materials to be utilized by CLIENT in connection with this Agreement.
- B To hold harmless COUNTY against any damages, suits, claims or demands that may be incurred by or asserted against COUNTY, or any officer, director, manager, employee or subcontractor of COUNTY, arising out of or relating to CLIENT'S performance under this Agreement
- C To COUNTY'S use of CLIENT'S customizing, including CLIENT'S design, logo, and name as displayed on the bus(es) for COUNTY'S promotional purposes, without charge or royalty.
- D To repair or replace any wear and tear or damage to CLIENT'S customization arising as a result of defective workmanship, normal wear and tear, or any cause except as provided under Section 2.D. above.
- E That COUNTY has the right, at all times during the term of this Agreement, in its sole discretion, to reject any customizing design to be placed on its Transit bus(es) that it deems objectionable and to remove the same at CLIENT'S expense. Provided, however, that if COUNTY'S liaison has provided written approval of such customization, COUNTY shall be responsible for removing such customization and reimbursing CLIENT for the costs associated with the COUNTY approved customization.
- F That all painting and/or decaling designs shall be of a reputable nature, and shall not be false, misleading or deceptive, nor shall any design relate to any illegal activity, be obscene or display or include any other content that is, to COUNTY in its sole discretion, objectionable or inconsistent with the image COUNTY chooses to establish for its Transit System.
- G To reimburse COUNTY at the rate of \$_____ per day, or portion thereof, in the event customization is not completed within the number of days provided for in this Agreement.
- H. That all graphic designs must include COUNTY's logo on the farthest forward panel on both sides of the Bus.
- I. To warrant that no director, officer or employee of COUNTY shall have any interest, direct or indirect, in this Agreement or the proceeds therefrom

Section 4. Termination

- A. COUNTY may terminate this Agreement for its convenience, without cause, upon providing CLIENT with ninety (90) days advance written notice of termination. In the event COUNTY terminates this Agreement pursuant to this section before the expiration of the first year, the COUNTY approved costs of customizing, excluding the costs associated with developing the design, shall be prorated over two hundred (200) days. Upon termination pursuant to this section at any time, the Annual Advertising Fee shall be prorated over two hundred (200) days. The maximum approved cost of customization is \$15,000.
- B. If either party hereto is in material default of any provision of this Agreement and fails to cure same within seven (7) days of receiving written notice of same from the non-defaulting party or fails to commence a cure of the default within a seven (7) day period, the non-defaulting party may terminate this Agreement for cause. In the event of termination for cause, the non-defaulting party shall be entitled to any and all damages or remedies available to it at law or in equity; provided, however, it is expressly agreed that notwithstanding anything herein to the contrary, in the event of termination for cause, the maximum liability of COUNTY to CLIENT shall not exceed an amount equal to the Advertising Fee.
- C. If COUNTY terminates this Agreement for cause pursuant to subparagraph B above, and it is determined for any reason that CLIENT was not in default, or that its default was excusable, or that COUNTY for whatever reason was not entitled to the remedies against CLIENT provided in paragraph B above, then such termination will be deemed termination for convenience pursuant to paragraph A above and CLIENT'S remedies against COUNTY shall be the same afforded CLIENT pursuant to paragraph A above.

Section 5. Other Provisions

- A. This Agreement contains the entire agreement of the parties and supercedes any prior agreements or understandings whether oral or written.
- B. This Agreement cannot be changed or terminated orally and may be modified only by written agreement executed by both parties.
- C. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- D. This Agreement shall be interpreted, construed and applied according to the Laws of Florida and venue of any cause of action arising out of this Agreement shall be in Manatee County, Florida.
- E. The invalidity or lack of enforceability of a particular provision of this Agreement shall not offset the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- F. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- G. All claims, disputes and other matters in question between COUNTY and CLIENT, arising out of or relating to this Agreement, shall be referred in writing to the County Administrator or his designee for determination. The Administrator or his designee shall make the appropriate inquiries and determination within thirty (30) days of receipt of such written referral. Such written referral and determination by the Administrator or his designee shall be a condition precedent to the commencement of a civil action to adjudicate such dispute.
- H. In the event it becomes necessary for either party to incur costs and/or expenses including, but not limited to, attorney's fees or court costs, in connection with any claim or demand under this Agreement, the prevailing party shall be entitled to payment of such reasonable costs and fees incurred as the court determines to be just and equitable.
- I. The Manatee County Area Transit, also known as "MCAT", has a logo design which specifically identifies the Manatee County Area Transit buses. The integrity of this logo must remain intact and be displayed in a far forward position (under the driver's window and near the front passenger door) on each side of the bus(es). CLIENT must include the MCAT logo in the design submitted to COUNTY. The logo will be provided by the COUNTY to the CLIENT.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: MANATEE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of the Community Services Department authorized to execute same on the ___ day of _____, and _____, signing by and through _____, duly authorized to execute same.

COUNTY

MANATEE COUNTY
COMMUNITY SERVICES DEPARTMENT

By: _____
Director

___ day of _____, ___

WITNESS

CLIENT

___ day of _____, 19___