

**Intergovernmental Agreement
for Unlimited Access Program Between
Sarasota County and School Board of Sarasota County, Florida**

THIS AGREEMENT is made and entered into as of the date of execution by both parties, ("**Execution Date**"), by and between **SARASOTA COUNTY**, a political subdivision of the State of Florida; and the **SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, on behalf of its Suncoast Technical College (hereinafter referred to as the "**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, the 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 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 Suncoast Technical College 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 Suncoast Technical College in any personnel classification possessing a valid current College photo ID.
- C. For purposes of this Agreement, "SCAT Bus Services" shall only mean SCAT Local Fixed Route Bus Services.

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 the end 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 regulation 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 Term of this Agreement shall commence on July 1, 2022 and end on June 30, 2023, 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 party.
- B. If either 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.

6. Notices.

All notices required to be delivered by one party to the other shall be given either by personal delivery, by nationally recognized courier, or by U.S. certified mail, return receipt requested. The names and addresses of 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
T: 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:

Megan Lui, Planning and Performance Manager
5303 Pinkney Avenue
Sarasota, FL 34233
T: 941-861-1026
F: 941-861-1000
E: mlui@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 performs its obligations contained in this Agreement, the College shall pay SCAT as follows:
1. For services provided from July 1, 2022 through June 30, 2023, an amount of one dollar (\$1.00) per College Employee or Student boarding onto a SCAT bus for SCAT Bus Services.
 2. Payment shall not exceed Five Thousand Dollars and Zero Cents (\$5,000.00) from the College.
 3. SCAT shall invoice the College on a yearly basis in arrears. Payment shall become due within thirty (30) days of the date of invoice. Invoices shall be submitted pursuant to the notice provision of this Agreement. All invoices shall include i) detailed invoice identifying the number of College Students and College Employees that ride SCAT

Bus Services during the Term; and ii) any other verification reasonably necessary to identify all reimbursable costs.

4. 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 Sarasota County or the College may be entitled under Florida law or the protections and limits of liability set forth in Section 768.28, Florida Statutes. 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. 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. Sarasota County agrees that it 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.

Sarasota County is the sole owner and authorized user of the SCAT logo. The College agrees that it will not, without the prior written consent of Sarasota County, 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 Sarasota County.

11. Assignment.

The rights and duties of the parties hereunder shall not be assignable by either party without the written consent of the other.

12. 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.

13. 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.

14. Amendment.

This Agreement may be amended only by an instrument in writing executed by the College and Sarasota County.

15. 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.

16. Application of Florida Law.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The sole and exclusive jurisdiction for any action brought to enforce this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

17. Waiver of Jury Trial.

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

18. Dispute Resolution.

In the event of a dispute between the parties under this Agreement, the 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. If they are unable to agree, either party may bring a civil action. This process shall substitute for the dispute resolution process set forth in Chapter 164, Florida Statutes.

19. 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.

20. Miscellaneous.

This Agreement constitutes the entire Agreement among the parties.

(The remainder of this page left blank intentionally)

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

ATTEST:

COLLEGE

Dr. Brennan Asplen, Superintendent

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

Approved for Legal Content
By Shumaker, Loop & Kendrick, LLP
Attorneys for The School Board
of Sarasota County, Florida
Date: May 3, 2022
Signed: MRM

By:_____
Jane Goodwin, Chair

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS OF
SARASOTA COUNTY, FLORIDA

By:_____
Chairman

Date: _____

ATTEST:

KAREN E. RUSHING, Clerk of the
Circuit Court and Ex-Officio Clerk of
the Board of County Commissioners

By:_____

Approved as to form and correctness:

By:_____
County Attorney