

**COOPERATIVE PURCHASING AGREEMENT**  
**FOR DOCUMENT AND MEDIA SCANNING SERVICES**

This Agreement by and between **Levy County**, a political subdivision of the State of Florida, (the "County") and **Advanced Data Solutions, Inc.**, a Florida corporation (the "Contractor") is made effective on August 25, 2025 (the "Effective Date").

**WHEREAS**, at its Regular Meeting on August 19, 2025, the Levy County Board of County Commissioners approved a cooperative purchase under the Service Agreement for Document and Media Scanning Services (Group 1 - scanning, indexing, imaging and media conversion services) dated 6/26/2023 between the City of Fort Lauderdale and the Contractor (the "Service Agreement");

**WHEREAS**, the Service Agreement was competitively solicited and negotiated through a Request for Proposals (RFP) process by the City of Fort Lauderdale and Section 5.05 of the RFP General Conditions allows for cooperative use of the Service Agreement by other governmental entities; and

**WHEREAS**, the Contractor has confirmed it has the capacity to provide the Services to the County and has offered to do so under the same terms and conditions as the Service Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

**SECTION 1. SERVICE AGREEMENT.** The parties agree to be bound by all of the terms and conditions of the Service Agreement, including its Exhibit A and Exhibit B (consisting of 179 pages on file in the County Development Services Division) which is expressly incorporated herein by reference, except as modified by the terms and conditions of this Cooperative Purchasing Agreement. The parties agree that all references in the Service Agreement to the City shall mean the County for purposes of this Cooperative Purchasing Agreement.

**SECTION 2. SERVICES AND PRICING.** The Contractor will provide to the County, upon request of the County, the scanning services described in the Service Agreement at the following pricing:

<b>Group 1 – Scanning, Indexing, Imaging and Media Conversion Services</b>		
<b>No.</b>	<b>Item Description</b>	<b>Unit Price</b>
1.1	Unit cost/per scanned image, letter and legal sized documents, up to 11" x 17"	\$.055
1.2	Unit cost/per scanned image, for E size shop drawings	\$.495
1.3	Destruction of documents after scanning and review of scanned images by the County is complete. Unit price per pound.	included
1.4	Cost per character indexing above 30 characters	included

Upon the scanning of documents, the Contractor agrees to destroy or return the documents to the County in accordance with a predetermined plan. This plan will outline the schedule, method and conditions for the destruction or return of the scanned documents to ensure their integrity and compliance with all applicable laws. The specific details of this plan will be agreed to, in writing, prior to the commencement of scanning activities by the Contractor.

**SECTION 3. TERM.** The term of this Cooperative Purchasing Agreement commences on the Effective Date and will end on April 18, 2028.

**SECTION 4. NOTICE.** All notices required to be given to the County or the Contractor shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, to the following addresses:

COUNTY: Levy County  
Attention: Mary-Ellen Harper, County Manager  
310 School Street, Suite 112  
Bronson, Florida 32621

CONTRACTOR: Advanced Data Solutions, Inc.  
141 Scarlett Blvd, Suite A  
Oldsmar, Florida 34677

**SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.** The laws of the State of Florida shall govern all aspects of this Cooperative Purchasing Agreement. In the event it is necessary for either party to pursue legal action regarding this Cooperative Purchasing Agreement, the exclusive jurisdiction for any litigation shall be in the Eighth Judicial Circuit in and for Levy County, Florida. The parties waive their right to trial by jury in any action, proceeding or claim arising out of this Agreement which may be brought by either of the parties hereto.

**SECTION 6. AMENDMENT.** This Cooperative Purchasing Agreement may be amended only by a written instrument executed by both parties.

**SECTION 7. CONFLICT.** To the extent that any conflict shall arise between this Cooperative Purchasing Agreement and the Service Agreement, the terms and conditions of this Cooperative Purchasing Agreement shall prevail.


**SECTION 8. EQUAL OPPORTUNITY EMPLOYER.** The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws.

**SECTION 9. INSURANCE.** The County shall be shown as the additional insured on the required insurance. Copies of such insurance must be provided to the County prior to the commencement of any services.

**SECTION 10. SEVERABILITY.** Should any part, term or provision of this Cooperative Purchasing Agreement be found by a court of competent jurisdiction to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

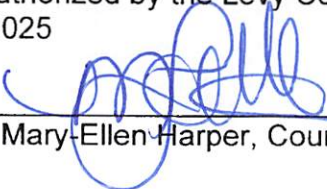
IN WITNESS WHEREOF, the parties have entered into this Cooperative Purchasing Agreement.

**ADVANCED DATA SOLUTIONS, INC.**

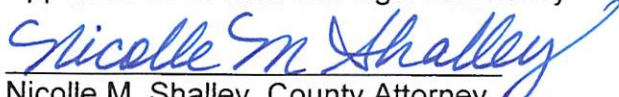
BY:   
Its: President  
Printed Name: Melody S. Gagle

**LEVY COUNTY**

As authorized by the Levy County Board of County Commissioners at its meeting on August 19, 2025

BY:   
Mary Ellen Harper, County Manager

Approved as to form and legal sufficiency

  
Nicolle M. Shalley, County Attorney