

Program: 2023 OAA: IIIB, IIIC-1, IIIC-2, IIIE
Provider Name: Suwannee River Economic Council, Inc.
Service Area: Bradford, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Putnam, Suwannee, Union

TITLE III-B
TRANSPORTATION CONTRACT
LEVY COUNTY

THIS AGREEMENT, made this ____ day of _____, _____ by and between Suwannee River Economic Council, Inc., Title III-B, hereinafter referred to as the "PURCHASER" and Levy County, a political subdivision of the State of Florida, hereinafter referred to as the "PROVIDER".

WITNESSETH THAT:

WHEREAS, PURCHASER is a provider of services for eligible senior citizens residing in Levy County and is desirous of purchasing transportation services for those people 60+ years of age or older who need assistance with transportation to and from doctor's office, shopping, and other necessary trips, and also being transported to congregate meal sites and

WHEREAS, the PROVIDER operates a public transit department and has the equipment and personnel to supply such transportation;

NOW THEREFORE, the parties hereto, intending to be legally bound hereby agrees as follows:

1. PURCHASER is responsible for contacting the PROVIDER to arrange and authorize the trips for its clients that are purchased under this AGREEMENT. PURCHASER is solely responsible for ensuring compliance with any and all state or federal requirements associated with the funding that it receives and uses to pay for the trips purchased under this AGREEMENT.
2. PURCHASER shall pay PROVIDER the rate of \$17.57 per trip provided. PURCHASER shall comply with any reasonable requirements of PROVIDER in requesting such trips. PROVIDER shall provide trips requested that meet PROVIDERS reasonable requirements, on an as needed and as available basis.
3. PROVIDER shall invoice the PURCHASER each month for requested trips that were provided during the previous month. PROVIDER shall pay the invoice within 30 days of receipt.
4. THIS AGREEMENT shall be effective as of January 1, 2023, and shall be in force with respect to transportation provided during the period commencing on the effective date and ending December 31, 2023, and during such additional period or periods as the PROVIDER and PURCHASER may agree upon. However, either party, at any time during the term of this Agreement or any extension, may terminate this Agreement giving thirty (30) days' notice in writing of its intention to do so.
5. THIS AGREEMENT supersedes and replaces any prior Agreements between PURCHASER and PROVIDER covering the same services. The parties agree that any such prior agreements, to the extent they were ever legally enforceable, are hereby terminated.

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6. The Provider agrees to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes.

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7. It is specifically agreed between the parties that it is not intended to create any third party beneficiary under this AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT.
8. Florida has a broad public records law (Chapter 119, Florida Statutes) and certain records of parties doing business with the PROVIDER may be considered public records. Accordingly, by entering into an agreement with the PROVIDER, PURCHASER must:
 - a) Keep and maintain public records required by the PROVIDER to perform the service.
 - b) Upon request from the PROVIDER's custodian of public records, provide the PROVIDER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the PURCHASER does not transfer the records to the PROVIDER.
 - d) Upon completion of the AGREEMENT, transfer, at no cost, to the PROVIDER all public records in possession of the PURCHASER or keep and maintain public records required by the PROVIDER to perform the service. If the PURCHASER transfers all public records to the PROVIDER upon completion of the contract, the PURCHASER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the PURCHASER keeps and maintains public records upon completion of the contract, the PURCHASER shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the PROVIDER, upon the request from the PROVIDER's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE PURCHASER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE: (352) 486-5218, EMAIL: LEVYBOCC@LEVYCOUNTY.ORG, OR MAIL: CUSTODIAN OF PUBLIC RECORDS, P.O. BOX 310, BRONSON, FL 32621.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

SUWANNEE RIVER ECONOMIC COUNCIL, INC.

LEVY COUNTY

By: _____
Matt Pearson, Executive Director

By: _____
Russell Meeks, Jr., Chair

Date: _____

Date: _____

ATTEST:
Clerk of the Circuit Court and
Ex-Officio to the Board

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Danny J. Shipp

Nicolle M. Shalley, County Attorney