

TRANSPORTATION AGREEMENT

PROVIDER:

Board of Sumter County Commissioners
DBA Sumter County Transit
229 E. Anderson Ave.
Bushnell, Florida 33513

PURCHASER:

Sumter County Youth Center Inc.
PO Box 2092
Bushnell, Florida 33513

WHEREAS, PROVIDER has the transportation equipment and personnel to supply services for the transportation of Sumter County Youth Center Inc. Members, and

WHEREAS, PURCHASER is desirous of purchasing such services;

NOW, THEREFORE:

A. The PROVIDER Agrees:

1. To operate its transportation system in compliance with its approved Service Plan.
2. To supply trips from Bushnell, Webster, and Lake Panasoffkee schools to the Bushnell Sumter County Youth Center while school is in session. Each trip will have a single common origin and destination, unless otherwise agreed upon.
3. Transportation will be provided on a regular schedule basis, Monday through Friday, with the exception of holidays approved by Board of County Commissioners, including, but not necessarily limited to, the following:

New Year's Day	Memorial Day	Veterans Day
Martin Luther King Day	Independence Day	Thanksgiving (2 days)
Good Friday	Labor Day	Christmas (2 days)
4. Transportation will not be provided on President's Day for the purpose of staff in-service training.
5. To supply Worker's Compensation Insurance.
 - a. The Provider shall provide and maintain Worker's Compensation Insurance to provide protection from claims under Worker's Compensation Laws in connection with operations in the performance of the contract, and shall comply with Worker's Compensation Laws of the State of Florida.
 - b. Attention is called to the fact that all insurance companies utilized shall be authorized to do business in the State of Florida.
6. Federal and State Regulations: To comply with all Federal, State and Local laws and regulations governing transportation as required.

7. Audit and Records

- a. To maintain financial records and reports relating to funds paid under the Agreement and submit reports to the Purchaser as required.
- b. The Purchaser and other authorized representative(s), State Examiner or public accountants, and auditors, upon request, shall have access to all such records for audit or review at a reasonable time and place.

8. Retention of Records: To retain all books, records, accounting records and other documents relative to the Agreement for a period of five (5) years.

9. Monitoring

- a. To permit the Purchaser, its designee, and any authorized Federal, State and County personnel to monitor the aforementioned service program according to applicable regulations of the State and Federal Government and to audit and review all records required to be maintained.
- b. Such monitoring shall consist of, but shall not be limited to, the inspection at any time of the Provider's transportation system.

10. Civil Rights Act of 1964, Title VI and VII

- a. That there will not be discrimination against any employee or person served on account of race, color, sex, religious background, ancestry or national origin in its performance of this contract.
- b. That the Provider shall comply with Title VII of the Civil Rights Act of 1964 (42-USC-2000e) in regard to employees or applicants for employment, and any regulation issue pursuant thereto.
- c. That the Provider shall comply with Title VI of the Civil Rights Act of 1964 (42-USC-2000) in regard to persons served, and the regulations issued pursuant thereto, (45 CFR, part 80).

11. Indemnification

- a. That Provider shall act as an independent contractor and not as an employee of the project or grantee agency in operating the aforementioned services. Provider shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the project and Purchaser harmless, for all claims, suits, judgment or damages arising from the operations of the aforementioned services during the course of this Agreement, provided this clause shall not operate as a waiver of sovereign immunity levels of liability.
- b. The Provider shall procure and carry Public Liability Insurance, insuring the Provider and the Purchaser against injury to person and persons including death in the sum of no less than \$1,000,000/2,000,000 covering any one incident/accident and shall carry Property Damage Insurance in the amount of \$100,000 as minimum coverage with automobile Liability Insurance to be in the sum of not less than \$1,000,000 each occurrence; all indicated coverage insuring the Provider and the Purchaser as their interest may appear. Such insurance shall protect from such claims under operations of this agreement,

whether such operations by provider or by anyone directly employed. The Purchaser will be named as additional insured on purchaser's policy.

c.

The Provider shall act as an independent contractor and not as an employee of the project or grantee agency in operating the aforementioned services. Provider shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the project and Mid-Florida Area on Aging, dba: Elder Options, and Mid Florida Community Services, Inc., harmless, for all claims, suits, judgment or damages arising from the operations of the aforementioned services during the course of this Agreement, only to the extent such indemnification and assumption of liability is not inconsistent with the Florida Constitution, Florida Law or, specifically, Section 768.28, Florida Statutes. The parties agree and understand that it is not the intent of Provider to waive or infer the waiver of the sovereign immunity limits provided under Florida Statutes

B. The Purchaser Agrees:

1. The Purchaser shall provide and maintain during the life of the agreement as provided below, insurance that will provide protection from claims under Worker's Compensation Acts, and from claims for damages and personal liability including death, and claims due to damage to property including property not in the Provider's care, custody or control which may arise from and during operation under this Agreement.
2. To notify Provider of changes in its transportation needs not less than twenty-four (24) hours prior to the date on which said transportation is needed and to provide a written manifest of passengers upon completion of trip.
3. To provide an adult to supervise and act as an escort during transport of children under the age of 15 years.

C. The Purchaser and Provider Mutually Agree:

1. The Purchaser shall reimburse the Provider \$390.00 monthly. Purchaser will pay such billings within thirty (30) days of invoice date. The Provider will fund the balance of the cost of transportation.
2. The Provider will maintain the vehicle to standards prescribed in Rule Chapter 14-90 Florida Administrative Code.
3. The Provider will be authorized to paint or otherwise maintain buses to conform to existing fleet appearance and standards including placement of advertisement signs.
4. Effective Date and Term
 - a. The effective date of this agreement is January 1, 2011.
 - b. This agreement shall remain in force until December 31, 2011. The agreement is renewable at that time under the same or amended conditions for additional one year periods, upon mutual agreement in writing between the parties.
5. Purchaser providing transportation

- a. The Purchaser may provide transportation for Sumter County Youth Center Inc. field trips using Board buses.
- b. The Purchaser will clean buses after each use.
- c. The Purchaser will conform to the standards within the Provider's System Safety Program Plan.
- d. The Provider will fuel the buses at the County Fuel Farm after each use by the Purchaser, and the Provider will be reimbursed by adding the cost of the fuel to the Purchaser's monthly invoice.
- e. The Purchaser will provide qualified, licensed drivers, as approved by Sumter County Transit (SCT), when operating subject vehicles. Vehicles and drivers are considered an integral part of the providers operation and are subject to standard procedures including: manifesting passengers and vehicle cleaning. Driver information, including background check, will be provided to SCT for record keeping.
- f. The Purchaser will be responsible for the return of County buses to SCT after use. The purchaser is responsible for all cost incurred for towing and maintenance incurred as a result of mechanical failure during fieldtrips outside Sumter County.

6. Termination

- a. Termination because of lack of funds - It is further agreed that in the event funds to finance this Agreement, or part of this Agreement, become unavailable, the obligations of each party may be terminated upon no less than twenty-four (24) hours notice in writing to the other party. Said notice shall be delivered by certified mail, or in person.
- b. Termination for breach - Unless a breach is excused, either party may, by written notice of breach to the other party, terminate the whole or any part of this agreement in any of the following circumstances:
 - (1) If the Provider fails to provide services in the manner specified in the agreement within the time specified herein.
 - (2) If the Provider fails to perform any of the other provisions of this agreement.
 - (3) If the Purchaser fails to pay the Provider's invoices as specified herein.
 - (4) Termination shall be upon no less than twenty-four (24) hours notice in writing delivered by certified mail, or in person. Both parties shall continue the performances of this agreement to the extent not terminated under the provisions of this clause.
- c. Termination for convenience - Either party may terminate at any time during the life of this Agreement with respect to transportation by giving thirty (30) days notice in writing to the other party of its intention to do so.
- d. Waivers or breach of any provision of this agreement shall not be deemed to permit any other subsequent waiver or breach and shall not be constructed to be a modification of the terms of the agreement.

7. Amendment: This agreement may be amended at any time by mutual consent of the parties involved.
8. Venue for any dispute between the parties shall only be in Sumter County, Florida.

This Agreement, made this _____, by and between Board of Sumter County Commissioners, DBA Sumter County Transit, herein referred to as the "PROVIDER" and Sumter County Youth Center Inc. herein referred to as the "PURCHASER", and shall be effective as specified above, and during such additional period or periods as the PROVIDER AND PURCHASER may agree upon.

WITNESSETH THAT:

PROVIDER:

PURCHASER:

/s/

/s/

Don Burgess, Chairman
Board of Sumter County Commissioners
For: Sumter County Transit

Della Oxendine, Director
Sumter County Youth Center, Inc.

Attest:
Gloria R. Hayward
Clerk of the Circuit Court

Attest (or Witness)

/s/

Connie Web, Deputy Clerk
