

**AGREEMENT BETWEEN
CITY OF MITCHELL/PALACE TRANSIT
AND
SPECIAL SERVICES/MITCHELL 17-2**

This agreement, made this 1st day of September 2019, by and between The City of Mitchell, which receives in part Section 18 funding for a program of public transportation assistance in nonurbanized areas under Section 18 of the Urban Transportation Act of 1964 as amended, hereinafter referred to as "Palace Transit" and Special Services/Mitchell 17-2.

In consideration of the mutual promises and conditions herein contained, the parties hereto agrees to as follows:

1. Palace Transit agrees to provide transportation to the Special Services/Mitchell 17-2 from September 1, 2019 to August 31, 2020. This Agreement shall automatically renew for subsequent 1 year terms on the same dates unless a party wishing to terminate the Agreement provides notice of non-renewal to the other party at least 60 days prior to the end of the term then in effect.
2. All transportation arrangements to be billed on this contract need to be made and verified by the Special Services/Mitchell 17-2 Director.
3. Special Services/Mitchell 17-2 will be billed monthly for a contract rate of \$3,405.98 per month (\$40,871.76 annually).
4. Palace Transit will only provide transportation to Special Services/Mitchell 17-2 within the boundaries set by Palace Transit. Other requests for transportation outside set boundaries may be considered by Palace Transit on a case by case basis. If Palace Transit provides transportation outside of set boundaries, Special Services/Mitchell 17-2 agrees to pay an additional mileage charge of \$2.50 per mile.
5. Special Services/Mitchell 17-2 is responsible for ensuring that a parent and/or educational staff member assists passengers to the bus or into the school facility. Palace Transit is responsible for curb to curb service only.
6. Palace Transit shall provide transit services Monday thru Friday from 7:00 a.m. to 5:00 p.m. except for designated school holidays.
7. Palace Transit will wait 3 minutes for a passenger at a pick up point if the expected passenger is not immediately present.
8. If a parent or education staff member is not present at a given passenger drop off point within 3 minutes, the bus will leave and make a return stop when possible. If the return stop similarly fails, Palace Transit will notify the Director of Special Services that the child will be taken to Longfellow Elementary (110 North Mentzer Street) unless otherwise stated.

9. Special Services/Mitchell 17-2 shall notify or cause a parent/educational staff member to notify the Palace Transit office if a passenger will not be riding. The notice must be provided as far in advance as possible and state when regular service for that passenger should resume.
10. This contract includes same day services as well as summer transportation to Special Services/Mitchell 17-2.
11. Special Services/Mitchell 17-2 agrees to indemnify and hold harmless Palace Transit, its elected officials, officers, employees, and agents, from and against any and all liabilities, claims, demands, damages, actions, lawsuits, judgments, penalties, losses, costs, or expenses, of any kind or nature, including but not limited to costs of investigation, attorneys' fees, experts' fees, and costs through trial and appeal, arising out of the acts or omission of Special Services/Mitchell 17-2 related to this Agreement.
12. Palace Transit agrees to indemnify and hold harmless Special Services/Mitchell 17-2, its elected officials, officers, employees, and agents, from and against any and all liabilities, claims, demands, damages, actions, lawsuits, judgments, penalties, losses, costs, or expenses, of any kind or nature, including but not limited to costs of investigation, attorneys' fees, experts' fees, and costs through trial and appeal, arising out of the grossly negligent or intentional acts or omission of Palace Transit related to this Agreement.
13. This Agreement constitutes the full and entire agreement between the parties relating to the subject matter contained herein and may not be amended except upon the mutual, signed, written agreement of both parties.
14. This agreement is for the sole benefit of the named parties and shall not be deemed to create any right or interest in any third party.

Dated this _____ day of _____, 2019.

[signature page to follow]

SPECIAL SERVICES/MITCHELL 17-2

CITY OF MITCHELL

Dr. Joseph Graves
Superintendent of Schools

Bob Everson
Mayor, City of Mitchell

Steve Culhane
Business Manager

Attest:
Michelle Bathke, Finance Officer

(seal)