

Agreement for Services

This agreement is entered into by City of Lee's Summit located at 220 SE Green St., Lee's Summit, MO 64063 (816) 969-1820, hereinafter known as the "Contracting Party" and OATS, Inc., 2501 Maguire Blvd, Ste 101, Columbia, MO 65201, a general not-for-profit corporation organized under the Laws of the State of Missouri, hereinafter known as "OATS".

The Contracting Party and OATS hereby agree as follows:

1. This Agreement becomes effective on **July 1, 2016** and terminates on **June 30, 2017**.
2. OATS agrees to transport the Contracting Party to and from **Various Locations within the City Limits of Lee's Summit** for the purpose of **Various Needs**. Scheduling of requested services is dependent upon vehicle and driver availability. OATS will strive to fill all requests made, but makes no guarantee of service availability unless service is of a routine and recurring nature and specific commitment has been made by OATS that service will be made available. Note: In rural areas, OATS is a general public transportation provider and therefore routes are published and open to the public.
3. OATS will invoice the Contracting Party for services rendered by the tenth (10th) day of the following month, and the Contracting Party will pay OATS at a rate of **\$9.45 per unit** of which **\$0.30 per hour** (as defined above) is depreciation which OATS will deposit in a restricted account for use in cost of replacing vehicles. This rate is based on a gasoline price of \$2.00 per gallon. Payment is due upon receipt of invoice; service cannot be delivered for delinquent accounts.
4. The estimated total amount of compensation for services to be provided under this Agreement is (state specific dollar amount and explanation): **Approximately \$80,000.00 based on FY16**.
5. If service is to be provided by OATS on more than one day, the Contracting Party agrees to schedule OATS Service for any particular date at least twenty-four (24) hours in advance. Scheduling will be done through the appropriate Regional Director.
6. Unless otherwise noted in item 9 below, OATS service will not be provided on the following paid holidays: New Years Day; Martin Luther King, Jr. Day; Presidents Day; Memorial Day; 4th of July; Labor Day; Thanksgiving; the Day After Thanksgiving; and Christmas Day. Should a holiday fall on a Saturday, the preceding Friday is recognized; if a holiday falls on a Sunday, the following Monday is recognized.
7. In cases of inclement weather OATS's general policy is to use the school bus closings as a guideline; however, the final decision rests with the OATS driver. Should weather, or other unforeseen events, necessitate the cancellation of service, the Contracting Party will be notified.
8. This Agreement may be terminated by either party by providing thirty (30) days written notice to the other party.
9. Special conditions which apply to this Agreement are as follows (*specify "none" if none apply*):
 - The term "unit" should be defined. This could be defined as "per one way trip".
 - Addition of an Insurance and indemnification provision, such as:

OATS shall indemnify, release, defend, become responsible for and forever hold harmless Contracting Party, its officers, agents, employees, elected officials, and attorneys from and against all lawsuits, suits, actions, reasonable attorney fees, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any negligent act, error, omission, or intentional act of OATS or its agents, employees, or subcontractors, arising out of or in any way connected with the services to be performed as authorized herein.

At all times while this Agreement remains in effect, OATS shall, at its own cost and expense, maintain a program of commercial general liability insurance and/or self-insurance in the amounts specified below to protect OATS and Contracting Party, its officials, officers, employees, agents, elected officials, and attorneys from any liability for bodily injury, death and property damage occasioned by the activities of OATS, or any person acting on its behalf, under this Agreement, including, but not limited to, OATS' operations, products, services or use of automobiles. As proof of this compliance, OATS shall, during the term of this Agreement, keep on file with the Clerk of Contracting Party a certificate of insurance with an insurance company licensed to do business in the State of Missouri and/or affidavit of self-insurance which shall show the types and amounts of coverage. Any affidavit of self-insurance shall be signed by an employee or

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officer of OATS who has knowledge of OATS' self-insurance program and is authorized to make representations as to the scope of said program, and shall contain a statement making such representations.

**Bodily Injury and Property Damage,
Combined Single Limit –**

General Aggregate:	\$2,000,000
Products-Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury:	\$2,000,000
Each Occurrence:	\$2,000,000

The following endorsements shall attach to the policy:

- (1) The policy shall cover personal injury as well as bodily injury.
- (2) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
- (3) Broad form property damage liability shall be afforded.
- (4) Contracting Party shall be listed as an additional insured.
- (5) Standard form of cross-liability shall be afforded.
- (6) The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to Contracting Party.

OATS shall obtain and maintain Workers' Compensation Insurance for all of its employees in compliance with State laws. OATS hereby indemnifies Contracting Party for any damage resulting to it from failure of OATS to take out and maintain such insurance. OATS shall provide Contracting Party with a certificate of insurance indicating Workers' Compensation coverage.

Contracting Party

By: _____
Date: _____

OATS, Inc.

By: Dorothy Yeager
Dorothy Yeager, Executive Director
Date: 5/25/16 Regional Director's initials: SD

Special Billing Number: 788

Check one: Rural
 Urban

Charter Checklist

- Does this service support OATS' program purposes(must check one)?:
- YES – Not considered charter; no further action required.
 - NO – Is contracting party a Qualified Human Service Org.?
 - Yes - Funding source #: _____ (from FTA List)
 - No – Contact Home Office for instruction