

AGREEMENT FOR PARA-TRANSPORT

This agreement is made and entered into on this 3rd day of January, 2024, by and between the **CITY OF DEADWOOD**, hereinafter referred to as "**CITY**" and **PRAIRIE HILLS TRANSIT**, hereinafter referred to as "**PHT**" collectively the "**Parties**."

WHEREAS, The Parties acknowledge that CITY operates a trolley service on a fixed route throughout the City; and

WHEREAS, PHT has the ability and capacity to provide para-transport services; and

WHEREAS, that CITY desires to contract with PHT to provide complimentary para-transport on those occasions when the CITY trolley cannot deviate from its fixed route to do the same for the period from January 3, 2024 through December 31, 2026.

NOW, THEREFORE, the Parties mutually agree as follows:

I.

Based upon the representations, PHT shall provide complimentary para-transport services when the CITY trolley cannot deviate from its fixed route during the term of this agreement. Complimentary in this instance does not mean without charge, but rather to compliment CITY's fixed route trolley system.

II.

PHT shall be entitled to charge riders, as the CITY would, as consideration for providing these services.

III.

In addition to this consideration, CITY would authorize suspension of its vehicle for hire ordinance for purposes of this complimentary para-transport service.

IV.

The CITY shall provide such para-transport when it can but recognizes that it cannot provide such at all times and this agreement is being entered into in an effort to fulfill its obligation to provide complimentary para-transport.

V.

The term of this Agreement shall be deemed to have commenced on the 3rd day of January, 2024, and continue through December 31st, 2026.

VI.

The CITY will pay PHT \$3500.00 each year for the duration of this agreement.

VII.

PHT shall perform services under this Agreement as an independent contractor. It is agreed that nothing herein contained or intended shall be construed in any manner as creating

or establishing a relationship of partners between the Parties hereto or of constituting PHT or any of its officers, agents, servants, or employees as an agent, representative, or employee of CITY for any purpose or in any manner whatsoever. Officers, agents, servants, and employees of PHT shall not be considered employees of CITY for any claims which might arise under the Workman's Compensation Acts of the State of South Dakota.

VIII.

PHT agrees that it will have and maintain at all times, during the term of this Agreement, qualified, competent, trained and experienced personnel, which personnel will perform the duties required to be performed by PHT pursuant to this Agreement. PHT further agrees to purchase and obtain appropriate workers' compensation, liability and automobile insurance. PHT will provide proof of such insurance to the City within thirty days of a request by the City.

IX.

PHT agrees to observe and comply with all Federal, State, and local laws, ordinances, rules, and regulations which are now or later become applicable to its activities or services performed pursuant to this Agreement.

X.

This Agreement, together with all paragraphs, terms, and provisions is made in the State of South Dakota and shall be construed and interpreted in accordance with the laws of the State of South Dakota.

XI.

It is understood and agreed that this is the entire Agreement of the Parties and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing.

XII.

PHT will not use City equipment, supplies or facilities in rendering services under this Agreement.

XIII.

PHT agrees to indemnify and hold the City, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require PHT to be responsible for or defend against claims or damages arising solely from errors or omissions of the City, its officers, agents or employees.

XIV.

PHT agrees to report to the City any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject PHT or the City to liability. PHT shall report any such event to the City immediately upon discovery.

XV.

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the City Council for this purpose. If for any reason the City Council fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reduction, this Agreement will be terminated by the City. Termination for any of these reasons is not a default by the City nor does it give rise to a claim against the City.

XVI.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

XVII.

The Agreement may be amended only by written agreement of the Parties.

XVIII.

All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or mailed by first class. Registered or certified mail. Postage prepaid, to the address of the party specified in the Agreement or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.

XIX.

This Agreement shall not be assigned by either party without the consent of the other party.

Dated this 3rd day of January, 2024.

CITY OF DEADWOOD:

David Ruth JR., Mayor

ATTEST:

Jessica Mckeown
Finance Officer
Dated this ____ day of January, 2024.

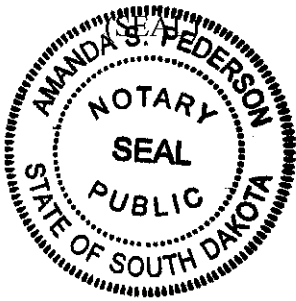
PRAIRIE HILLS TRANSIT

By: Barbara K. Cline
Its: Executive Director

State of South Dakota)
) SS
County of Lawrence)

On this 16th day of January, 2024, before me, the undersigned officer, personally appeared Barbara K. Cline known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.



Amanda S. Pederson

Notary Public

My Commission Expires: _____

My Commission Expires
March 1, 2029