

Purchase of Service Agreement for Senior Citizen Transportation in Le Sueur County

This agreement is entered into by and between Aging Services for Communities (hereinafter referred to as Aging Services) and Le Sueur County.

WHEREAS, the parties desire to provide transportation services to senior citizens residing in Le Sueur County who are unable to drive to necessary medical appointments; and

WHEREAS, Aging Services is willing to provide transportation services to senior citizens in Le Sueur County; and

WHEREAS, Le Sueur County wishes to financially support this effort by paying Aging Services directly for these services;

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. TERM

- a. The Term of this agreement shall be in effect from January 1, 2026-December 31, 2026. This agreement shall not automatically renew and is subject to annual review and approval by both parties.

2. SERVICES

- a. Aging Services agrees to promote the service, manage all inquiries, arrange and provide rides to senior citizens whose residence is in Le Sueur County.
- b. Aging Services agrees to provide an itemized monthly invoice for services, with the invoice including:
 - i. Date of ride
 - ii. Location of pick up and destination
 - iii. Miles driven
 - iv. IRS mileage rate for reimbursement
 - v. Administrative rate

3. PAYMENT FOR SERVICES

- a. Le Sueur County will be invoiced monthly and deliver payment within 35 days of receipt of invoice. Invoices should be sent to the County Administrator's Office.
- b. The maximum amount to be paid is \$27,000. If the cost for services is at or near the maximum amount, Aging Services shall contact the County Administrator and request additional authorization. Any additional authorization will need to be approved by the County Board.
- c. Payment rates are the following:
 - i. Mileage to be based at the current IRS rate.
 - ii. Administrative rate of \$20.96 per ride. The administrative rate can be claimed for canceled rides.
 - iii. Maximum trip mileage will be 225 miles.

4. INDEMNIFICATION, INSURANCE, AND INDEPENDENT CONTRACTOR STATUS

- a. Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend

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each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

- b. That at all times and for all purposes hereunder, Aging Services shall be an independent contractor and is not an employee of Le Sueur County for any purpose. No statement contained in this Agreement shall be construed so as to find Aging Services, or its employees, to be an employee of Le Sueur County, and Aging Services shall not be entitled to any of the rights, privileges, or benefits of employees of the County of Le Sueur, including but not limited to, workers' compensation, health/death benefits, and indemnification for direct or third-party personal injury/property damage claims.
 - c. Aging Services is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf; and obtaining all insurance required to provide transportation services, including professional liability and automobile insurance.
5. TERMINATION OF CONTRACT
- a. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.
6. AMENDMENTS
- a. This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

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County of Le Sueur

State of Minnesota

By:_____

David Preisler , County Board Chair

Date:_____

ATTESTED TO

By:_____

Joe Martin, County Administrator

Date:_____

Aging Services for Communities

By:_____

Wade Young

Date:_____